# 7/9/2021 CHAPTER 7 PETITION

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES Exprist Partied 07/209/24ge Entered 06/01/209/21 14:15:51 Desc Main Document Page 1 of 60

| United States Bankruptcy Court for the: |                               | FILED   |
|---|-------------------------------|---|
| CENTRAL DISTRICT OF CALIFORNIA          |                               | JUL - 9 2021  |
| Case number (if known)                  | Chapter you are filing under: | CLERK US BANKPUPTCY COM   |
|   | Chapter 7                     | CLERK U.S. BANKRUPTCY COURT<br>CENTRAL DISTRICT OF CALIFORNIA<br>BY: Deputy Clerk |
|   | ☐ Chapter 11                  |   |
|   | ☐ Chapter 12                  |   |
|   | ☐ Chapter 13                  | ☐ Check if this is an amended filing  |

Official Form 101

### Voluntary Petition for Individuals Filing for Bankruptcy

04/20

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a joint case—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses Debtor 1 and Debtor 2 to distinguish between them. In joint cases, one of the spouses must report information as Debtor 1 and the other as Debtor 2. The same person must be Debtor 1 in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

| Pa | it 1: Identify Yourself   |  |   |
|----|---|--|---|
|    |   | About Debtor 1:                                  | About Debtor 2 (Spouse Only in a Joint Case): |
| 1. | Your full name  |  |   |
|    | Write the name that is on your government-issued picture identification (for example, your driver's               | Jamie<br>First name                              | First name                                    |
|    | license or passport).   | Lynn<br>Middle name                              | Middle name                                   |
|    | Bring your picture identification to your meeting with the trustee.   | Gallian Last name and Suffix (Sr., Jr., II, III) | Last name and Suffix (Sr., Jr., II, III)      |
| 2. | All other names you have used in the last 8 years   | Jamie L Gallian                                  |   |
|    | Include your married or maiden names.   |  |   |
| 3. | Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN) | xxx-xx-3936                                      |   |
|    |   |  |   |

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| Debtor 1 Jamie Lynn Gallian  |   | Case number (if known)   |  |  |
|--|---|--|--|--|
|  | About Debtor 1:   | About Debtor 2 (Spouse Only in a Joint Case):  |  |  |
| 4. Any business names and<br>Employer Identification<br>Numbers (EIN) you have<br>used in the last 8 years | ■ I have not used any business name or EINs.  | ☐ I have not used any business name or EINs.   |  |  |
| Include trade names and doing business as names  | Business name(s)  | Business name(s)   |  |  |
|  | EIN   | EIN  |  |  |
| 5. Where you live  |   | If Debtor 2 lives at a different address:  |  |  |
|  | 16222 Monterey Ln. SP#376<br>Huntington Beach, CA 92649   |  |  |  |
|  | Number, Street, City, State & ZIP Code  | Number, Street, City, State & ZIP Code   |  |  |
|  | Orange  |  |  |  |
|  | County  | County   |  |  |
|  | If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address. | If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address. |  |  |
|  | Number, P.O. Box, Street, City, State & ZIP Code  | Number, P.O. Box, Street, City, State & ZIP Code   |  |  |
| 6. Why you are choosing this district to file for  | Check one:  | Check one:   |  |  |
| bankruptcy   | Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.                                | Over the last 180 days before filing this petition, I<br>have lived in this district longer than in any other<br>district.                 |  |  |
|  | ☐ I have another reason.<br>Explain. (See 28 U.S.C. § 1408.)  | ☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)  |  |  |
|  | ☐ I have another reason.  | ☐ I have another reason  |  |  |

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| De  | btor 1 Jamie Lynn Gallia  | ın   |  |  | Case nur   | mber (if known)   |  |  |
|-----|---|--|--|--|--|---|--|--|
| Pa  | rt 2: Tell the Court About  | Your Banl  | kruptcy (                                | case   |  |   |  |  |
| 7.  | The chapter of the Bankruptcy Code you are  | Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy |  |  |  |   |  |  |
|     | choosing to file under  | ■ Chap   | ter 7                                    |  |  |   |  |  |
|     |   | ☐ Chap   | ter 11                                   |  |  |   |  |  |
|     |   | ☐ Chap   | ter 12                                   |  |  |   |  |  |
|     |   | ☐ Chap   | oter 13                                  |  |  |   |  |  |
| 8.  | How you will pay the fee  | ab<br>ord<br>a p   | out how y<br>der. If you<br>pre-printed  | the entire fee when I file my petition. Please check with the clerk's office in your local court for more of you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or not attorney is submitting your payment on your behalf, your attorney may pay with a credit card or checked address.  To ay the fee in installments. If you choose this option, sign and attach the Application for Individuals to |  |   |  |  |
|     |   |  | eea to pa<br>e Filing F                  | ee <i>in Installments</i> . If you dee in Installments (Official Form 10   | cnoose this option, sign an<br>03A).   | d attach the Application for Individuals to Pay   |  |  |
|     |   | ☐ I re<br>but<br>app   | equest th<br>t is not re-<br>plies to yo | at my fee be waived (You may required to, waive your fee, and may  | equest this option only if you do so only if your income to pay the fee in installme | ou are filing for Chapter 7. By law, a judge may, is less than 150% of the official poverty line that nts). If you choose this option, you must fill out 03B) and file it with your petition. |  |  |
| 9.  | Have you filed for  | ■ No.  | <del></del>                              |  |  |   |  |  |
|     | bankruptcy within the last 8 years?   | ☐ Yes.   |  |  |  |   |  |  |
|     |   | <b>—</b> 103.  | District                                 | V  | /hen   | Case number   |  |  |
|     |   |  | District                                 |  | /hen   | Case number   |  |  |
|     |   |  | District                                 |  | /hen   | Case number   |  |  |
| 10. | Are any bankruptcy cases pending or being   | ■ No   |  |  |  |   |  |  |
|     | filed by a spouse who is<br>not filing this case with<br>you, or by a business<br>partner, or by an<br>affiliate? | ☐ Yes.   |  |  |  |   |  |  |
|     |   |  | Debtor                                   |  |  | Relationship to you   |  |  |
|     |   |  | District                                 | W  | /hen   | Case number, if known   |  |  |
|     |   |  | Debtor                                   |  |  | Relationship to you   |  |  |
|     |   |  | District                                 | W  | /hen   | Case number, if known   |  |  |
| 11. | Do you rent your residence?   | ■ No.  | Go to                                    | line 12.   |  |   |  |  |
|     | i e a i u e i i c e i   | ☐ Yes.   | Has ye                                   | our landlord obtained an eviction ju   | udgment against you?   |   |  |  |
|     |   |  |  | No. Go to line 12.   |  |   |  |  |
|     |   |  |  | Yes. Fill out <i>Initial Statement Abo</i><br>this bankruptcy petition.  | out an Eviction Judgment A   | Against You (Form 101A) and file it as part of  |  |  |

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| υe   | Ditor 1 Jamle Lynn Gallia  | an                              |   |  | Case number (if known)   |  |  |  |  |
|------|--|---------------------------------|---|--|--|--|--|--|--|
|      |  |                                 |   |  |  |  |  |  |  |
| Pa   | rt 3: Report About Any Bu  | usinesses                       | s You Owi   | າ as a Sole Propriເ                    | etor   |  |  |  |  |
| 12.  | Are you a sole proprietor of any full- or part-time business?  | ■ No.                           | Go to   | Part 4.                                |  |  |  |  |  |
|      |  | ☐ Yes.                          | Name  | and location of bu                     | siness   |  |  |  |  |
|      | A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.             |                                 |   | e of business, if any                  |  |  |  |  |  |
|      | If you have more than one sole proprietorship, use a separate sheet and attach   |                                 | Numb  | per, Street, City, Sta                 | te & ZIP Code  |  |  |  |  |
|      | it to this petition.   |                                 | Chec  | k the appropriate bo                   | ox to describe your business:  |  |  |  |  |
|      |  |                                 |   | Health Care Busi                       | ness (as defined in 11 U.S.C. § 101(27A))  |  |  |  |  |
|      |  |                                 |   | Single Asset Rea                       | I Estate (as defined in 11 U.S.C. § 101(51B))  |  |  |  |  |
|      |  |                                 |   | Stockbroker (as c                      | lefined in 11 U.S.C. § 101(53A))   |  |  |  |  |
|      |  |                                 |   | Commodity Broke                        | er (as defined in 11 U.S.C. § 101(6))  |  |  |  |  |
|      |  |                                 |   | None of the above                      | е  |  |  |  |  |
| 13.  | Are you filing under<br>Chapter 11 of the<br>Bankruptcy Code, and<br>are you a small business<br>debtor or a debtor as<br>defined by 11 U.S.C. §<br>1182(1)? | proceed<br>you are<br>cash-flov | If you are filing under Chapter 11, the court must know whether you are a small business debtor or a debtor choosing to proceed under Subchapter V so that it can set appropriate deadlines. If you indicate that you are a small business debtor or you are choosing to proceed under Subchapter V, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). |  |  |  |  |  |  |
|      | For a definition of small  | ■ No.                           | I am n  | ot filing under Chap                   | oter 11.   |  |  |  |  |
|      | business debtor, see 11 U.S.C. § 101(51D).   | □ No.                           | l am fi<br>Code.  |  | 11, but I am NOT a small business debtor according to the definition in the Bankruptcy                                       |  |  |  |  |
|      |  | ☐ Yes.                          |   |  | 11, I am a small business debtor according to the definition in the Bankruptcy Code, and d under Subchapter V of Chapter 11. |  |  |  |  |
|      |  | ☐ Yes.                          |   |  | 11, I am a debtor according to the definition in § 1182(1) of the Bankruptcy Code, and I Subchapter V of Chapter 11.         |  |  |  |  |
| Pari | t 4: Report if You Own or  | Have Any                        | y Hazardo   | us Property or An                      | y Property That Needs Immediate Attention  |  |  |  |  |
| 14.  | Do you own or have any property that poses or is   | ■ No.                           |   |  |  |  |  |  |  |
|      | alleged to pose a threat<br>of imminent and<br>identifiable hazard to  | ☐ Yes.                          | What is t   | he hazard?                             |  |  |  |  |  |
|      | public health or safety?<br>Or do you own any<br>property that needs<br>immediate attention?   |                                 |   | iate attention is<br>why is it needed? |  |  |  |  |  |
|      | For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?  |                                 | Where is  | the property?                          | Number, Street, City, State & Zip Code   |  |  |  |  |
|      |  |                                 |   |  | mannoor, ourder, only, orace at Zip code   |  |  |  |  |

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Page 5 of 60 Main Document Jamie Lynn Gallian Case number (if known)

### Explain Your Efforts to Receive a Briefing About Credit Counseling

#### 15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

#### **About Debtor 1:**

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15

I am not required to receive a briefing about credit counseling because of:

Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. П

> I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

#### About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

| I am not required to receive a briefing about credit |
|--|
| counseling because of:                               |

Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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| Det  | otor 1 Jamie Lynn Gallia  | an   |   | Case number   | er (if known)   |  |  |  |
|------|---|--|---|---|---|--|--|--|
| Par  | Answer These Quest  | ions for F   | Reporting Purposes  |   |   |  |  |  |
| 16.  | What kind of debts do you have?   | 16a.   | Are your debts primarily co individual primarily for a perso  | nsumer debts? Consumer debts are defional, family, or household purpose."   | ned in 11 U.S.C. § 101(8) as "incurred by an  |  |  |  |
|      |   |  | ☐ No. Go to line 16b.   |   |   |  |  |  |
|      |   |  | Yes. Go to line 17.   |   |   |  |  |  |
|      |   | 16b.   | <b>Are your debts primarily business debts?</b> Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment. |   |   |  |  |  |
|      |   |  | ☐ No. Go to line 16c.   |   |   |  |  |  |
|      |   |  | ☐ Yes. Go to line 17.   |   |   |  |  |  |
|      |   | 16c.   | State the type of debts you ow  | we that are not consumer debts or busines   | s debts   |  |  |  |
| 17.  | Are you filing under Chapter 7?   | □ No.  | I am not filing under Chapter 7   | 7. Go to line 18.   |   |  |  |  |
|      | Do you estimate that after any exempt property is excluded and administrative expenses  | ■ Yes.   |   | o you estimate that after any exempt propilable to distribute to unsecured creditors?                                     | erty is excluded and administrative expenses  |  |  |  |
|      | are paid that funds will<br>be available for<br>distribution to unsecured<br>creditors? |  | ☐ Yes   |   |   |  |  |  |
| 18.  | How many Creditors do you estimate that you owe?  | ■ 1-49<br>□ 50-99<br>□ 100-1<br>□ 200-9  | 99  | □ 1,000-5,000<br>□ 5001-10,000<br>□ 10,001-25,000   | ☐ 25,001-50,000<br>☐ 50,001-100,000<br>☐ More than100,000   |  |  |  |
| 19.  | How much do you estimate your assets to be worth?                                       | <b>=</b> \$100,  | 50,000<br>01 - \$100,000<br>001 - \$500,000<br>001 - \$1 million  | □ \$1,000,001 - \$10 million □ \$10,000,001 - \$50 million □ \$50,000,001 - \$100 million □ \$100,000,001 - \$500 million | ☐ \$500,000,001 - \$1 billion ☐ \$1,000,000,001 - \$10 billion ☐ \$10,000,000,001 - \$50 billion ☐ More than \$50 billion |  |  |  |
| 20.  | How much do you estimate your liabilities to be?  | □ \$100,0  | 50,000<br>01 - \$100,000<br>001 - \$500,000<br>001 - \$1 million  | ☐ \$1,000,001 - \$10 million ☐ \$10,000,001 - \$50 million ☐ \$50,000,001 - \$100 million ☐ \$100,000,001 - \$500 million | ☐ \$500,000,001 - \$1 billion ☐ \$1,000,000,001 - \$10 billion ☐ \$10,000,000,001 - \$50 billion ☐ More than \$50 billion |  |  |  |
| art  | 7: Sign Below   |  |   |   | , <u> </u>  |  |  |  |
| or y | /ou   | I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.   |   |   |   |  |  |  |
|      |   |  |   | I am aware that I may proceed, if eligible,<br>ief available under each chapter, and I cho                                |   |  |  |  |
|      |   | If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b). |   |   |   |  |  |  |
|      |   | I request  | equest relief in accordance with the chapter of title 11, United States Code, specified in this petition.   |   |   |  |  |  |
|      |   |  | cy case can result in fines up to   | oncealing property, or obtaining money or \$250,000, or imprisonment for up to 20 ye                                      | property by fraud in connection with a ears, or both. 18 U.S.C. §§ 152, 1341, 1519,                                       |  |  |  |
|      |   | Jamie k<br>Signature   | ynn Gallian<br>of Debtor 1  | Signature of Debtor   | 2   |  |  |  |
|      |   | Executed   | on 7/9/202  | Executed on MM /  | / DD / YYYY   |  |  |  |

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| Debtor 1 Jamie Lynn Gallia  | an  | Case number (if known)  |
|---|---|---|
| For your attorney, if you are represented by one                              | under Chapter 7, 11, 12, or 13 of title 11, Unite   | etition, declare that I have informed the debtor(s) about eligibility to proceed d States Code, and have explained the relief available under each chapter at I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) |
| If you are not represented by an attorney, you do not need to file this page. | and, in a case in which § 707(b)(4)(D) applies, schedules filed with the petition is incorrect. | certify that I have no knowledge after an inquiry that the information in the   |
|   |   | Date  |
|   | Signature of Attorney for Debtor  | MM / DD / YYYY  |
|   | Firm name   |   |
|   | Number, Street, City, State & ZIP Code  |   |
|   | Contact phone   | Email address   |
|   | Bar number & State  |   |

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| Debtor 1 First Name Middle Name  | Last Name  | Case number (if known)   |
|--|--|--|
| For you if you are filing this bankruptcy without an attorney  If you are represented by an attorney, you do not need to file this page. | should understand that many people fin themselves successfully. Because bank consequences, you are strongly urged to the successful, you must correctly file and technical, and a mistake or inaction may affect dismissed because you did not file a required hearing, or cooperate with the court, case trusted. | truptcy has long-term financial and legal to hire a qualified attorney.  thandle your bankruptcy case. The rules are very set your rights. For example, your case may be document, pay a fee on time, attend a meeting or stee, U.S. trustee, bankruptcy administrator, or audit appens, you could lose your right to file another                               |
|  | You must list all your property and debts in the court. Even if you plan to pay a particular debt in your schedules. If you do not list a debt, the property or properly claim it as exempt, you malso deny you a discharge of all your debts if case, such as destroying or hiding property, for                  | e schedules that you are required to file with the toutside of your bankruptcy, you must list that debt e debt may not be discharged. If you do not list nay not be able to keep the property. The judge can you do something dishonest in your bankruptcy alsifying records, or lying. Individual bankruptcy ebtors have been accurate, truthful, and complete. |
|  | If you decide to file without an attorney, the continued an attorney. The court will not treat you successful, you must be familiar with the Unit  | ourt expects you to follow the rules as if you had differently because you are filing for yourself. To be ed States Bankruptcy Code, the Federal Rules of the court in which your case is filed. You must also   |
|  | Are you aware that filing for bankruptcy is a s consequences?  No  Yes   | erious action with long-term financial and legal   |
|  | Are you aware that bankruptcy fraud is a serior inaccurate or incomplete, you could be fined to No  Yes  | ous crime and that if your bankruptcy forms are or imprisoned?   |
|  | No  Ves Name of Person   | not an attorney to help you fill out your bankruptcy forms?  Notice, Declaration, and Signature (Official Form 119).   |
|  | By signing here, I acknowledge that I underst have read and understood this notice, and I a attorney may cause me to lose my rights or p   | and the risks involved in filing without an attorney. I am aware that filing a bankruptcy case without an roperty if I do not properly handle the case.  |
|  | Signature of Debtor 1  Date  1/9/30  MM / DD / YYYY  | Signature of Debtor 2  Date  MM / DD / YYYY  |
|  | Cell phone 714-321-34H   | Contact phone Cell phone   |
|  | Email address  | Email address  |

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# STATEMENT OF RELATED CASES INFORMATION REQUIRED BY LBR 1015-2 UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)
None.

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)
None.

110/10.

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None.

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

8:03-bk-1856-JB; Chapter 7; Central District of California - Santa Ana; Filed 08/04/2003; Discharged 11/17/2003

| Executed at | Santa Ana | , Califomia. | mus willen                                  |
|-------------|-----------|--------------|---|
| Date:       | 7/9/2021  |              | Jamie Lynn Gallian<br>Signature of Debtor 1 |
|             |           |              | Signature of Debtor 2                       |

| Fill                | in this informa   | ion to identify your case:  |  |                 |                    |  |
|---------------------|---|---|--|-----------------|--------------------|--|
| De                  | btor 1  | Jamie Lynn Gallian  |  |                 |                    |  |
| De                  | btor 2  | First Name Middle Na  | me Last Name   |                 |                    |  |
| 1                   | ouse if, filing)  | First Name Middle Na  | me Last Name   | _               |                    |  |
| Uni                 | ited States Bank  | uptcy Court for the: CENTRAL D  | ISTRICT OF CALIFORNIA  | _               |                    |  |
|                     | se number<br>nown)                                      |   |  |                 | _                  | if this is an<br>led filing            |
| <u> </u>            |   |   |  |                 | amend              | ea ming                                |
| ~                   | ··· · · · -   | 4000  |  |                 |                    |  |
|                     |   | <u>n 106Sum</u>   | ition and Contain Statistical Infan  | a4! a.s.        |                    |  |
| Be a<br>info<br>you | es complete and<br>rmation. Fill ou<br>r original forms | accurate as possible. If two marr<br>all of your schedules first; then c<br>you must fill out a new Summary | ities and Certain Statistical Informed people are filing together, both are equally recomplete the information on this form. If you are and check the box at the top of this page. | esponsible fo   | r supplyin         | 2/15<br>g correct<br>es after you file |
| Par                 | t 1: Summari  | ze Your Assets  |  |                 | Your as<br>Value o | ssets<br>f what you own                |
| 1.                  | Schedule A/B<br>1a. Copy line 5                         | Property (Official Form 106A/B) 5, Total real estate, from Schedule A                                       | VB   |                 | \$                 | 235,000.00                             |
|                     | 1b. Copy line 6   | 2, Total personal property, from Sch  | edule A/B  |                 | \$                 | 19,634.34                              |
|                     | 1c. Copy line 6   | 3, Total of all property on Schedule  | VB   |                 | \$                 | 254,634.34                             |
| Par                 | t 2: Summari  | e Your Liabilities  |  |                 |                    |  |
|                     |   |   |  |                 | Your lia<br>Amount | bilities<br>you owe                    |
| 2.                  | Schedule D: C<br>2a. Copy the to                        | editors Who Have Claims Secured I<br>tal you listed in Column A, Amount o                                   | oy Property (Official Form 106D)<br>of claim, at the bottom of the last page of Part 1 of S  | chedule D       | \$                 | 561,789.00                             |
| 3.                  | Schedule E/F:<br>3a. Copy the t                         | Creditors Who Have Unsecured Cla<br>otal claims from Part 1 (priority unse                                  | ms (Official Form 106E/F)<br>cured claims) from line 6e of <i>Schedule E/F</i>   |                 | \$                 | 0.00                                   |
|                     | 3b. Copy the t  | otal claims from Part 2 (nonpriority u  | nsecured claims) from line 6j of Schedule E/F  |                 | \$                 | 427,177.76                             |
|                     |   |   | Your to  | tal liabilities | \$                 | 988,966.76                             |
| Par                 | t 3: Summari  | e Your Income and Expenses  |  |                 |                    |  |
| 4.                  | Schedule I: Yo<br>Copy your com                         | ur Income (Official Form 106I)  bined monthly income from line 12 c   | f Schedule I   |                 | \$                 | 1,000.00                               |
| 5.                  | Schedule J: Yo<br>Copy your mor                         | ur Expenses (Official Form 106J)<br>thly expenses from line 22c of S <i>che</i>                             | dule J   |                 | \$                 | 2,676.00                               |
| Par                 | t 4: Answer 1   | hese Questions for Administrative   | and Statistical Records  |                 |                    |  |
| 6.                  | , .   | for bankruptcy under Chapters 7, ave nothing to report on this part of                                      | 11, or 13?<br>he form. Check this box and submit this form to the  | court with you  | ır other sch       | edules.                                |
| 7.                  | ■ Yes What kind of                                      | ebt do you have?  |  |                 |                    |  |
|                     |   |   | Consumer debts are those "incurred by an individual ut lines 8-9g for statistical purposes. 28 U.S.C. § 15   |                 | a personal,        | family, or                             |
|                     |   | s are not primarily consumer deb  | ts. You have nothing to report on this part of the for   | m. Check this   | box and su         | bmit this form to                      |
| OÆ:                 |   | •   | and Liabilities and Certain Statistical Information  | ND.             | n                  | age 1 of 2                             |

| Debt | tor 1        | Jamie Lynn Gallian   | Case number (if known)              |                |
|------|--------------|--|-------------------------------------|----------------|
| 8.   | From<br>122A | n the Statement of Your Current Monthly Income: Copy your total current<br>-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14. | t monthly income from Official Form | \$<br>1,000.00 |

Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:

| From Bost A on Schodule E/E apply the fallowing   | Total clair | m    |
|---|-------------|------|
| From Part 4 on Schedule E/F, copy the following:  9a. Domestic support obligations (Copy line 6a.)                              | \$          | 0.00 |
| 9b. Taxes and certain other debts you owe the government. (Copy line 6b.)   | \$          | 0.00 |
| 9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)   | \$          | 0.00 |
| 9d. Student loans. (Copy line 6f.)  | \$          | 0.00 |
| 9e. Obligations arising out of a separation agreement or divorce that you did not report as<br>priority claims. (Copy line 6g.) | \$          | 0.00 |
| 9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)  | +\$         | 0.00 |
| 9g. <b>Total.</b> Add lines 9a through 9f.  | \$          | 0.00 |

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|  |  |                                    |                         | ocument                               | Page 12 01 60  |                 |                  |   |
|--|--|------------------------------------|-------------------------|---------------------------------------|--|-----------------|------------------|---|
| Fill in this informati   | on to identify you                         | r case and th                      | nis filin               | g:                                    |  |                 |                  |   |
|  | Jamie Lynn Gal                             |                                    |                         |                                       |  |                 |                  |   |
| ı<br>Debtor 2  | First Name                                 | Middle                             | e Name                  |                                       | Last Name  |                 |                  |   |
|  | First Name                                 | Middle                             | Name                    |                                       | Last Name  |                 |                  |   |
| United States Bankru   | ptcy Court for the:                        | CENTRAL                            | DISTRI                  | ICT OF CALIF                          | ORNIA  |                 |                  |   |
| Case number  |  |                                    |                         |                                       |  |                 |                  | П о тип   |
|  |  |                                    |                         | · · · · · · · · · · · · · · · · · · · |  |                 |                  | Check if this is a amended filing                   |
|  |  |                                    |                         |                                       |  |                 |                  |   |
| Official Form  | 106A/B                                     |                                    |                         |                                       |  |                 |                  |   |
| Schedule A   | A/B: Prop                                  | perty                              |                         |                                       |  |                 |                  | 12/15   |
| nink it fits best. Be as formation. If more spanswer every question. | complete and accur<br>ace is needed, attac | ate as possible<br>h a separate sh | e. If two<br>neet to ti | married people<br>his form. On the    | an asset fits in more than on<br>e are filing together, both an<br>e top of any additional page<br>vn or Have an Interest in | e equally respo | nsible for su    | pplying correct                                     |
|  |  |                                    |                         |                                       | , land, or similar property?   |                 |                  |   |
| _  | ,  |                                    | ,                       | ,                                     | , <b>, ,,</b>  |                 |                  |   |
| □ No. Go to Part 2.  |  |                                    |                         |                                       |  |                 |                  |   |
| Yes. Where is the  | property?                                  |                                    |                         |                                       |  |                 |                  |   |
| ocated on APN  | 178-011-16 S                               | nace No. 3                         | 176                     |                                       |  |                 |                  |   |
| 1.1  | 110-011-10, 0                              | paoc ivo. o                        |                         | io the manage                         | 2 Ob and a 11 th and a new hor   |                 |                  |   |
|  | ey Ln Space #3                             | 76                                 | _                       |                                       | /? Check all that apply  | Do not doduc    | t cooured ale    | ims or exemptions. Put                              |
|  | ilable, or other description               |                                    |                         | Single-family has buplex or multi     |  | the amount o    | f any secured    | l claims on Schedule D:                             |
|  |  |                                    |                         | •                                     | or cooperative   | Creditors Wh    | o Have Claim     | ns Secured by Property.                             |
|  |  |                                    | _                       |                                       | ·  |                 |                  |   |
| Usantinatan D  | b CA 020                                   | 240 0000                           | _                       | Manufactured<br>Land                  | or mobile home   | Current valu    |                  | Current value of the                                |
| Huntington B   | each CA 920<br>State                       | 649-0000<br>ZIP Code               |                         | Investment pro                        | onerty.  | entire prope    | rty?<br>5.000.00 | portion you own?<br>\$235,000.00                    |
| Oity   | State                                      | Zii Gode                           |                         | Timeshare                             | openy  |                 | <del></del>      |   |
|  |  |                                    |                         | Other                                 |  |                 |                  | our ownership interest<br>incy by the entireties, o |
|  |  |                                    | Who                     | has an interest                       | in the property? Check one   | a life estate)  |                  |   |
| 0  |  |                                    |                         | Debtor 1 only                         |  | Fee simpl       | e                |   |
| Orange   |  |                                    | _                       | Debtor 2 only                         |  |                 |                  |   |
| Personal Residence   |  |                                    |                         |                                       | •  |                 |                  | munity property                                     |
| 2014 Skyline Custo<br>Decal No. LBM108                               |  | ured Home                          |                         |                                       | the debtors and another<br>ou wish to add about this ite   | (see instru     | •                |   |
| Serial Number AC7  |  | 5'2"                               |                         | -                                     | on number: LPT APN 891-  |                 |                  |   |
| Serial Number AC7  | 'V710394GA 60'x1                           | 5'2"                               | Regi                    | istered Title                         | with HCD Debtor's si   | nale membe      | r LLC. J-S       | Sandcastle Co. LLC                                  |
|  |  |                                    |                         |                                       | ***************************************  |                 |                  | ,   |
|  |  |                                    |                         |                                       |  |                 |                  |   |
|  |  |                                    |                         |                                       | rom Part 1, including any  |                 |                  | \$235,000.00  |
|  |  |                                    |                         |                                       |  |                 | •                | \$235,000.00  |

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

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| Debtor 1   |   | Case number (if known)                              |                         |
|--|---|---|-------------------------|
| 3. Cars, vans, trucks, tractors, sport utility   | vehicles, motorcycles   |   |                         |
| □ No   |   |   |                         |
| Yes  |   |   |                         |
|  |   |   |                         |
| 3.1 Make: <b>Kia</b>   | Who has an interest in the property? Check one                                | Do not deduct secured cl                            |                         |
| Model: Sportage  | Debtor 1 only   | the amount of any secure<br>Creditors Who Have Clai |                         |
| Year: 2020   | Debtor 2 only   | Current value of the                                | Current value of the    |
| Approximate mileage: Other information:  | Debtor 1 and Debtor 2 only  | entire property?                                    | portion you own?        |
| Location: 16222 Monterey Ln  | ☐ At least one of the debtors and another                                     |   |                         |
| #376, Huntington Beach CA<br>92649<br>(LEASE)  | Check if this is community property (see instructions)                        | \$0.00  | \$0.00                  |
| ☐ Yes  Add the dollar value of the portion you o pages you have attached for Part 2. Write           | wn for all of your entries from Part 2, including and that number here        | ny entries for                                      | \$0.00                  |
| art 3: Describe Your Personal and Household  | Itame   |   |                         |
| Household goods and furnishings  Examples: Major appliances, furniture, liner  □ No  ■ Yes. Describe | s, china, kitchenware   | ·   | laims or exemptions.    |
| Location: 16222  | Monterey Ln #376, Huntington Beach CA 92649                                   |   | \$4,500.00              |
| Electronics  |   |   |                         |
| Examples: Televisions and radios; audio, vie including cell phones, cameras,                         | deo, stereo, and digital equipment; computers, printe<br>media players, games | rs, scanners; music collectio                       | ns; electronic devices  |
| Yes. Describe Wall Television, Con   | . ,   |   | \$ 500.00               |
| □ No.  | Monterey Ln #376, Huntington Beach CA 92649                                   |   | 7 333,33                |
| Collectibles of value  | , prints, or other artwork; books, pictures, or other art                     | objects; stamp, coin, or bas                        | eball card collections; |
| ■ No □ Yes. Describe   |   |   |                         |
| musical instruments  | nd other hobby equipment; bicycles, pool tables, gol                          | f clubs, skis; canoes and kay                       | vaks; carpentry tools;  |
| ■ No □ Yes. Describe   |   |   |                         |
| Firearms Examples: Pistols, rifles, shotguns, ammun ■ No   | ition, and related equipment  |   |                         |
| ☐ Yes. Describe  |   |   |                         |

Official Form 106A/B

Schedule A/B: Property

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| Jamie Lynn G                      | Ballian   |   | Case number (if kn  | own)  |
|-----------------------------------|---|---|---|---|
|                                   | thes, furs, leather coa   | ats, designer wear, shoes, accessories  |   |   |
| Describe                          |   |   |   |   |
| Describe                          |   |   |   |   |
|                                   | Location: 16222 Mo  | onterey Ln #376, Huntington Beach CA 9  | 2649  | \$1,000.00  |
|                                   |   |   |   |   |
|                                   | elry, costume jewelry,  | , engagement rings, wedding rings, heirloon   | n jewelry, watches, gen   | ns, gold, silver  |
| Describe                          | 20 year old Movado  | o Wrist-watch 40th birthday gift; Costume   | e jewelry from Mother   | rand  |
| rm animals                        | Location: 16222 M   | lonterey Ln #376, Huntington Beach CA S   | 92649   |   |
| • • •                             |   | i-vear old Rescued Wired Terrier Dog-Wh   | nite "Ammie"  |   |
| Describe                          |   | · ·   |   |   |
| her personal and                  | household items yo  | ou did not already list, including any hea  | ilth aids you did not lis   | st  |
| Give specific infor               | mation  |   |   |   |
|                                   |   |   | ges you have attached   | \$7,000.00  |
| scribe Your Financia              | al Assets   |   |   |   |
| n or have any leg                 | al or equitable inte  | rest in any of the following?   |   | Current value of the portion you own? Do not deduct secured claims or exemptions.   |
| oles: Money you ha                | ve in your wallet, in y   | your home, in a safe deposit box, and on ha   | and when you file your p  | petition  |
|                                   |   |   |   |   |
| ts of money<br>les: Checking, sav | ings, or other financia   | al accounts; certificates of deposit; shares ir   | n credit unions, brokera  | age houses, and other similar   |
|                                   |   | Institution name:   |   |   |
|                                   | Checking and savings  |   | •   | 376 Rent Checks \$ 8,050.00 \$ 4,048.34   |
| les: Bond funds, in               | vestment accounts w   | vith brokerage firms, money market account  | ts  |   |
|                                   | Institution or is   | ssuer name:   |   |   |
|                                   | k and interests in ir   | ncorporated and unincorporated busines  | sses, including an inte   | erest in an LLC, partnership, and   |
| Give specific inforr              | nation about them<br>Name of entity:  |   | % of ownership:   |   |
|                                   |   |   |   |   |
|                                   | J-Sandcastle C  | Co., LLC - Debtor's single member   |   |   |
|                                   | Describe  Ty  Joles: Everyday jewer  Describe  Josephan and  Josephan and  Give specific inform  The dollar value of art 3. Write that not art 4. Write that not 4. Wri | Describe  Location: 16222 Melos: Everyday jewelry, costume jewelry, Describe  20 year old Movade Grandmother Misc.  Location: 16222 Melos: Dogs, cats, birds, horses Describe  Location: 16222 Melos: Dogs, cats, birds, horses Describe  Location: 16222 Melocation: 16222 Melocatio | Describe  Location: 16222 Monterey Ln #376, Huntington Beach CA series: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloor Describe  20 year old Movado Wrist-watch 40th birthday gift; Costum Grandmother Misc/ sized rings, various non-gold chains at Location: 16222 Monterey Ln #376, Huntington Beach CA sers: Dogs, cats, birds, horses Describe  5-year old Rescued Wired Terrier Dog-Will Location: 16222 Monterey Ln #376, Huntington Beach CA services and household items you did not already list, including any hear at 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries for pagart 3. Write that number here services from Part 3, including any entries from Part 3, including any | Describe    Location: 16222 Monterey Ln #376, Huntington Beach CA 92649   Describe   Location: 16222 Monterey Ln #376, Huntington Beach CA 92649   Describe |

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| [   | Debtor 1 Jamie Lynn Gallian  |   | Case number (if known)  |  |   |
|-----|--|---|---|--|---|
|     |  | J-Pad, LLC<br>(Debtor owns 1/3<br>is to hold a note a<br>primary residenc | interest in LLC; only purpose<br>and UCC-1 filing on Debtor's<br>e) LBM1081   | 33.33%   | \$0.00  |
| 20  | Negotiable instruments inc   | clude personal checks, o  | egotiable and non-negotiable instru<br>cashiers' checks, promissory notes, and<br>transfer to someone by signing or del | nd money orders.                                 |   |
|     | ☐ Yes. Give specific inform  | ation about them<br>Issuer name:  |   |  |   |
| 21  | □ No   | , ERISA, Keogh, 401(k)  | ), 403(b), thrift savings accounts, or ot   | her pension or profit-shar                       | ing plans   |
|     | Yes. List each account se  | eparately.<br>Type of account:  | Institution name:   |  |   |
|     |  | IRA   | Fidelity  |  | \$7,400.00  |
| 22  | Examples: Agreements with  | posits you have made s  | so that you may continue service or us<br>t, public utilities (electric, gas, water),                                   | se from a company<br>telecommunications comp     | panies, or others   |
|     | No<br><b>⊠</b> Yes   | Institution na  |   | dba Rancho Del Rey Mo<br>eposit (Ryan) Agreement |   |
| 23  | ■ No   | periodic payment of mo  | oney to you, either for life or for a numl  | , ,  | <del>y 33313</del>  |
| 24  | . Interests in an education II<br>26 U.S.C. §§ 530(b)(1), 529.<br>No                       |   | qualified ABLE program, or under  | a qualified state tuition                        | program.  |
|     | ☐ YesInstitu   | ition name and descripti  | ion. Separately file the records of any   | interests.11 U.S.C. § 521                        | (c):  |
| 25  | <ul><li>Trusts, equitable or future</li><li>No</li><li>Yes. Give specific inform</li></ul> |   | (other than anything listed in line 1   | ), and rights or powers (                        | exercisable for your benefit  |
| 26  | <ul> <li>Patents, copyrights, trade<br/>Examples: Internet domain</li> <li>No</li> </ul>   | marks, trade secrets, anames, websites, proce                             | and other intellectual property<br>eeds from royalties and licensing agre   | ements   |   |
|     | ☐ Yes. Give specific inform  | ation about them  |   |  |   |
| 27  | <ul> <li>Licenses, franchises, and<br/>Examples: Building permits</li> <li>No</li> </ul>   |   | oles operative association holdings, liquor   | licenses, professional lice                      | enses   |
|     | Yes. Give specific information   | ation about them  |   |  |   |
| M   | oney or property owed to yo  | ou?   |   |  | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 28. | . Tax refunds owed to you ■ No   |   |   |  |   |
|     |  | ition about them, includi   | ng whether you already filed the retur  | ns and the tax years                             |   |
| 29. | Family support  Examples: Past due or lump ■ No  | o sum alimony, spousal  | support, child support, maintenance,  | divorce settlement, prope                        | rty settlement  |
| Off | icial Form 106A/B  |   | Schedule A/B: Property  |  | page 4  |

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| D     | ebtor 1                | Jamie Lynn Gallian  | Case number (if known)  |                            |
|-------|------------------------|---|---|----------------------------|
|       | ☐ Yes.                 | Give specific information   |   |                            |
| 30    | Exam <sub>i</sub> ■ No | amounts someone owes yo<br>oles: Unpaid wages, disability<br>benefits; unpaid loans yo<br>Give specific information | u<br>insurance payments, disability benefits, sick pay, vacation pay, workers' compe<br>ou made to someone else   | nsation, Social Security   |
| 31.   | . Interes              | sts in insurance policies   | nsurance; health savings account (HSA); credit, homeowner's, or renter's insura   |                            |
|       | ■ No                   |   |   | ice                        |
|       | ⊔ Yes.                 |   | y of each policy and list its value.  ny name: Beneficiary:   | Surrender or refund value: |
| 32.   | If you a               | terest in property that is due<br>re the beneficiary of a living to<br>y because someone has died                   | you from someone who has died<br>ust, expect proceeds from a life insurance policy, or are currently entitled to rece   | ive                        |
|       | No<br><b>⊠</b> Yes.    | . Give specific information   | Father, DOD 6/17/2000, Charles J. Bradley, Jr. Probate OCSC 30-2017-00915711  | \$ unknow                  |
| 33.   | Claims<br>Exampl       | against third parties, wheth<br>les: Accidents, employment di   | ner or not you have filed a lawsuit or made a demand for payment sputes, insurance claims, or rights to sue   |                            |
|       | No                     |   | Demand Injury Auginst HOA Date of Injury 0/5/0040. Severe new circles Address.  | _                          |
|       | PYes.                  | Describe each claim   | Personal Injury: Against HOA Date of Injury 8/5/2018; Severe nerve injury to<br>op of left foot and left wrist Injury; occurred in the HOA common area of Al<br>78-771-03, located on APN 178-011-16,                     | S unknow                   |
| 34.   | Other o                | contingent and unliquidated   | claims of every nature, including counterclaims of the debtor and rights to   | set off claims             |
|       | □ No                   |   |   |                            |
| 1     | ■ Yes.                 | Describe each claim   | Personal injury claims against Huntington Beach Gables Homeowner's Association and Ind. Jesus Jasso Jr.; DOI: 8/5/2018; Case No.: 30-2020-01153679  | \$ unknow                  |
|       |                        |   | Potential insurance bad faith claim against Mercury Insurance Failure to Indemnify; No lawsuit filed yet. Related to Case No(s).: 30-2017-00913985, 30-2017-00962999  | <b>4</b> k                 |
|       |                        |   |   | \$ unknowr                 |
|       |                        |   | Real estate failure to disclose, claim against previous   |                            |
|       |                        |   | homeowner Sandra Bradley; DOI: 04/11/2017; No lawsuit filed yet.  | \$ unknowr                 |
|       |                        |   | Houser Bros Co GP dba Rancho Del Rey Mobilehome Estates Retaliation; Trespassing/Unlawful Entry; Wrongful Eviction; Forcible Detainer; Cruelty to an animal causing death. Failure to offer and execute rental agreement. | \$ unknowr                 |
| į     | No No                  | ancial assets you did not all   | eady list   |                            |
| 36.   |                        |   | entries from Part 4, including any entries for pages you have attached  | \$20,184.34                |
| Par   | t 5: Des               | cribe Any Business-Related Pro  | perty You Own or Have an Interest In. List any real estate in Part 1.   |                            |
| _     |                        |   | e interest in any business-related property?  | -                          |
|       | No. Go t               |   |   |                            |
|       |                        | to line 38.   |   |                            |
| Offic | cial Form              | 106A/B  | Schedule A/B: Property  | page 5                     |

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| De   | otor 1 Jamie Lynn Gallian  |                          | Case number (if known)       | W            |
|------|--|--------------------------|------------------------------|--------------|
| Par  | t 6. Describe Any Farm- and Commercial Fishing-Related Property Y  If you own or have an interest in farmland, list it in Part 1.                    | ou Own or Have an Intere | st in.                       |              |
| 46.  | Do you own or have any legal or equitable interest in any far  | m- or commercial fishi   | ng-related property?         |              |
|      | No. Go to Part 7.  |                          |                              |              |
|      | ☐ Yes. Go to line 47.  |                          |                              |              |
| Par  | 7: Describe All Property You Own or Have an Interest in That   | You Did Not List Above   |                              |              |
| •    | Do you have other property of any kind you did not already li  Examples: Season tickets, country club membership  No  Yes. Give specific information | st?                      |                              |              |
| 54.  | Add the dollar value of all of your entries from Part 7. Write   | that number here         |                              | \$0.00       |
| Pari | List the Totals of Each Part of this Form  |                          |                              |              |
| 55.  | Part 1: Total real estate, line 2  | •••••                    | ********                     | \$235,000.00 |
| 56.  | Part 2: Total vehicles, line 5   | \$0.00                   | <del></del>                  |              |
| 57.  | Part 3: Total personal and household items, line 15  | \$ 7,000.00              |                              |              |
| 58.  | Part 4: Total financial assets, line 36  | \$ 20,184.34             |                              |              |
| 59.  | Part 5: Total business-related property, line 45   | \$0.00                   |                              |              |
| 60.  | Part 6: Total farm- and fishing-related property, line 52  | \$0.00                   |                              |              |
| 61.  | Part 7: Total other property not listed, line 54   | + \$0.00                 |                              |              |
| 62.  | Total personal property. Add lines 56 through 61   | \$27,184.34              | Copy personal property total | \$27,184.34  |
| 63.  | Total of all property on Schedule A/B. Add line 55 + line 62   |                          |                              | \$262,184.34 |

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| Fill in this infor  | mation to identify your  | case:              |              |                       |
|---------------------|--------------------------|--------------------|--------------|-----------------------|
| Debtor 1            | Jamie Lynn Gallia        | an                 |              |                       |
|                     | First Name               | Middle Name        | Last Name    |                       |
| Debtor 2            |                          |                    |              |                       |
| (Spouse if, filing) | First Name               | Middle Name        | Last Name    |                       |
| United States Ba    | ankruptcy Court for the: | CENTRAL DISTRICT O | F CALIFORNIA |                       |
| Case number         |                          |                    |              |                       |
| (if known)          |                          |                    |              | ☐ Check if this is an |
|                     |                          |                    |              | amended filing        |

#### Official Form 106C

### Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B*: *Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

| P  | art 1: Identify the Property You Claim as E   | xempt                                |        |   |                                    |  |  |  |
|----|---|--------------------------------------|--------|---|------------------------------------|--|--|--|
| 1. | Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you. |                                      |        |   |                                    |  |  |  |
|    | You are claiming state and federal nonbant  | kruptcy exemptions.                  | 11 U.S | S.C. § 522(b)(3)  |                                    |  |  |  |
|    | ☐ You are claiming federal exemptions. 11 t   | J.S.C. § 522(b)(2)                   |        |   |                                    |  |  |  |
| 2. | For any property you list on Schedule A/B   | that you claim as exc                | empt,  | fill in the information below.                                  |                                    |  |  |  |
|    | Brief description of the property and line on<br>Schedule A/B that lists this property            | Current value of the portion you own | Am     | ount of the exemption you claim                                 | Specific laws that allow exemption |  |  |  |
|    |   | Copy the value from<br>Schedule A/B  | Che    | eck only one box for each exemption.                            |                                    |  |  |  |
|    | Location: 16222 Monterey Ln #376,<br>Huntington Beach CA 92649                                    | \$7,000.00                           |        | \$,000.00   | C.C.P. § 704.020                   |  |  |  |
|    | Line from Schedule A/B: 6.1   |                                      |        | 100% of fair market value, up to any applicable statutory limit |                                    |  |  |  |
|    | Checking and savings: Alliant Credit=   | \$4,048.34                           |        | \$4,048.34  | 11 U.S.C. § 541(b)(11)             |  |  |  |
|    | Line from Schedule A/B: 17.1  |                                      |        | 100% of fair market value, up to any applicable statutory limit |                                    |  |  |  |
|    | Checking and savings: Chase Bank Line from Schedule A/B: 17.1                                     | \$8,050.00                           |        | \$8,050   | C.C.P. § 704.070                   |  |  |  |
|    | 8 months uncashed rent checks<br>tendered to Houser Bros. dba<br>Rancho Del Rey MHE/Fidelity 401K |                                      |        | 100% of fair market value, up to any applicable statutory limit |                                    |  |  |  |
|    | J-Sandcastle Co., LLC - Debtor's single member LLC  | \$0.00                               |        | \$0.00  | C.C.P. § 704.060                   |  |  |  |
|    | (Purpose is to hold Registered title with HCD to Debtor's primary residence) 100 % ownership      |                                      |        | 100% of fair market value, up to any applicable statutory limit |                                    |  |  |  |

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|  | ****  | Case number (if known)   |  |
|--|---|--|--|
| Current value of the Amount of the exemption you claim portion you own |   | Specific laws that allow exemption   |  |
| Copy the value from<br>Schedule A/B                                    | m Che   | eck only one box for each exemption.   |  |
| \$0.0  | 00 =  | \$0.00   | C.C.P. § 704.060   |
|  |   | 100% of fair market value, up to any applicable statutory limit                      |  |
| <u>\$7400</u>  | .00   | 100%   | C.C.P. § 704.115(a)(1) & (2)   |
|  |   | 100% of fair market value, up to any applicable statutory limit                      | (b)  |
| unknown \$0.0  | 00 =  | 100%   | C.C.P. § 704.140   |
| s  |   | 100% of fair market value, up to any applicable statutory limit                      |  |
| unknnown \$0.0   | 00 =  | 100%   | C.C.P. § 704.140   |
| •  |   | 100% of fair market value, up to any applicable statutory limit                      |  |
| unknown \$0.0  | 00 =  | 100%   | C.C.P. § 704.140   |
| :  |   | 100% of fair market value, up to any applicable statutory limit                      |  |
| Unknown \$0.0  | 00  | 100%   | C.C.P. § 704.140   |
|  |   | 100% of fair market value, up to any applicable statutory limit                      |  |
| of more than \$170<br>3 years after that fo                            | ),350?<br>or cases fil  | led on or after the date of adjustmer  | nt.)   |
| red by the exemption   | n within 1,   | 215 days before you filed this case  | ?  |
|  |   |  |  |
|  | \$7400  s \$7400  unknown \$0.0  unknown \$0.0  unknown \$0.0  unknown \$0.0  unknown \$0.0 | \$7400.00  \$7400.00  unknown \$0.00  unknown \$0.00  unknown \$0.00  Unknown \$0.00 | Source   S |

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|---|--|---|--|---|--------------------------------------|
| Fill in this infor  | mation to identify y                   | our case:   |  |   |                                      |
| Debtor 1  | Jamie Lynn G                           | allian  |  |   |                                      |
|   | First Name                             | Middle Name Last Nam  | e  | -   |                                      |
| Debtor 2  |  |   |  | 1   |                                      |
| (Spouse if, filing)   | First Name                             | Middle Name Last Name   | <b>a</b>   | -   |                                      |
| United States Ba  | ankruptcy Court for th                 | e: CENTRAL DISTRICT OF CALIFORNIA   |  | _   |                                      |
| Case number   |  |   |  |   |                                      |
| (if known)  |  |   |  | ☐ Checl   | k if this is an                      |
|   |  |   |  |   | ded filing                           |
|   |  |   |  |   | •                                    |
| Official Forr   | <u>n 106D</u>                          |   |  |   |                                      |
| Schedule  | <b>D:</b> Creditor                     | s Who Have Claims Secui   | red by Propert   | v   | 12/15                                |
|   | ······································ |   |  | <del></del>   |                                      |
| Be as complete and<br>is needed, copy the<br>number (if known). | e Additional Page, fill i              | . If two married people are filing together, both ar<br>t out, number the entries, and attach it to this forn | e equally responsible for s<br>n. On the top of any addition | upplying correct informational pages, write your na | ation. If more space<br>ame and case |
|   | have claims secured                    | by your property?   |  |   |                                      |
|   |  | this form to the court with your other schedules  | . Vou have nothing elec                                      | to report on this form                              |                                      |
| _   |  |   | s. Tou have nothing else                                     | to report on this form.                             |                                      |
| ■ Yes. Fill in  | all of the information                 | n below.  |  |   |                                      |
| Part 1: List A  | II Secured Claims                      |   |  |   |                                      |
|   |  | more than one secured claim, list the creditor separa   |  | Column B  | Column C                             |
|   |  | is a particular claim, list the other creditors in Part 2. I<br>tical order according to the creditor's name. | As Amount of claim  Do not deduct the                        | Value of collateral<br>that supports this           | Unsecured portion                    |
|   | ot the dams in arphabe                 | uodi order according to the creditor's hame.  | value of collateral.   | claim   | If any                               |
| 2.1 Houser B  |  | Describe the property that secures the claim:   | \$0.00   | \$235,000.00  | \$0.00                               |
| Creditor's Name   |  | 16222 Monterey Ln #376 Huntington Bea   |  |   |                                      |
| Mobilehom   | •                                      | CA 92649 Orange County Registered HC Title held by Debtor's single member LLC                                 |  |   |                                      |
| 16222 Mon   |  | J-Sandcastle Co. LLC  | <b>1</b>   |   |                                      |
|   | n Beach, CA                            | As of the date you file, the claim is: Check all that   | _  |   |                                      |
| 92649   |  | apply.  |  |   |                                      |
|   |  | ☐ Contingent  |  |   |                                      |
| Number, Street  | , City, State & Zip Code               | ☐ Unliquidated  |  |   |                                      |
|   |  | ☐ Disputed  |  |   |                                      |
| Who owes the de   | bt? Check one.                         | Nature of lien. Check all that apply.   |  |   |                                      |
| Debtor 1 and an<br>Sandcastle Co, LLC                           |  | ☐ An agreement you made (such as mortgage or  | secured  |   |                                      |
| Debtor 2 only   | · /                                    | car loan)   |  |   |                                      |
| -   | htor 2 only                            | ☐ Statutory lien (such as tax lien, mechanic's lien   | )  |   |                                      |
| At least one of the   | ebtor 2 only<br>ne debtors and another | ☐ Judgment lien from a lawsuit  |  |   |                                      |
| Check if this class community de                                | aim relates to a                       | Other (including a right to offset)  Unexpired Unit 4, Sp.  | term of 80-yr. Ground L                                      | easehold - Tract No.                                | 10542,                               |
| Date debt was incu  | urred 11/1/2018 on                     |   |  |   |                                      |

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| Debtor 1 Jamie Lynn Gallian   |  | Case number (if known)   |  |                                       |
|---|--|--------------------------|--|---------------------------------------|
| First Name Middle   | Name Last Name   |                          |  |                                       |
| 2.2 J-Pad, LLC  | Describe the property that secures the claim:                                    | \$175,000.00             | \$235,000.00                                 | \$0.00                                |
| Creditor's Name   | 16222 Monterey Ln #376 Huntington  |                          |  |                                       |
| 4519 Ponderosa Way  | Beach, CA 92649 Orange County, HCD   |                          |  |                                       |
| Yorba Linda, CA 92886   | Title held by Debtor's single member LLC - J-Sandcastle Co, LLC                  |                          |  |                                       |
| Number, Street, City, State & Zip Code  Ron Pierpont                      | As of the date you file, the claim is: Check all that apply.                     |                          |  |                                       |
| Creditor's Name   | ☐ Contingent   |                          |  |                                       |
| 4519 Ponderosa Way  | ☐ Unliquidated   |                          |  |                                       |
| Yorba Linda, CA 92886   | ☐ Disputed   |                          |  |                                       |
| Who owes the debt? Check one.   | Nature of lien. Check all that apply.  |                          |  |                                       |
| Debtor 1 only   | An agreement you made (such as mortgage or s                                     | secured                  |  |                                       |
| Debtor 2 only   | car loan) Manufactured Home Financing No   | ote                      |  |                                       |
| Debtor 1 and Debtor 2 only  | Statutory lien (such as tax lien, mechanic's lien)                               |                          |  |                                       |
| At least one of the debtors and another                                   | Judgment lien from a lawsuit   | le No. 19-7691905279 Fi  | ling Date: 1/14/2010:                        |                                       |
| ☐ Check if this claim relates to a  | Other (including a right to offset) UCC-1 Fi Encumbrance; HCD Lien perfected 8/2 | 0/2020, Ronald J. Pierpo | ing Date: 1/14/2019;<br>nt (Loan WJC 8/7/201 | 9, 1/27/2020)                         |
| community debt<br>1/14/2019;  |  |                          |  | ,                                     |
| Date debt was incurred 8/20/2020.   | Last 4 digits of account numberLBM   | 1081                     |  |                                       |
| 2.3 Kia Motors Finance  | Describe the property that secures the claim:                                    | \$4,186.00               | \$0.00                                       | \$4,186.00                            |
| Creditor's Name   | 2020 Kia Sportage  | <del>\$4,100.00</del>    | <del>- 40.00</del>                           | ψ <del>4</del> ,100.00                |
|   | Location: 16222 Monterey Ln #376,  |                          |  |                                       |
|   | Huntington Beach CA 92649  |                          |  |                                       |
| PO Box 20815  | (LEASE)  |                          |  |                                       |
| Fountain Valley, CA   | As of the date you file, the claim is: Check all that                            |                          |  |                                       |
| 92728   | apply.  Contingent   |                          |  |                                       |
| Number, Street, City, State & Zip Code                                    | ☐ Unliquidated   |                          |  |                                       |
| Hamber, Succe, Only, State & Zip Sode                                     | Disputed   |                          |  |                                       |
| Who owes the debt? Check one.   | Nature of lien. Check all that apply.  |                          |  |                                       |
| Debtor 1 only   | ☐ An agreement you made (such as mortgage or s                                   | ecured                   |  |                                       |
| <u> </u>  | car loan)  | ecorea                   |  |                                       |
| Debtor 2 only   | Пан  |                          |  |                                       |
| Debtor 1 and Debtor 2 only  | Statutory lien (such as tax lien, mechanic's lien)                               |                          |  |                                       |
| At least one of the debtors and another  Check if this claim relates to a | Judgment lien from a lawsuit   |                          |  |                                       |
| community debt  | Other (including a right to offset)  Auto Leas                                   | se                       |  | · · · · · · · · · · · · · · · · · · · |
| Date debt was incurred  | Last 4 digits of account number 9742   |                          |  |                                       |
| 2.4 Orange County Tax   |  | <b>\$0.00</b>            | <b>\$235.000.00</b>                          | ***                                   |
| Assessor  | Describe the property that secures the claim:                                    | \$0.00                   | \$235,000.00                                 | \$0.00                                |
| Creditor's Name   | 16222 Monterey Ln #376 Huntington<br>Beach, CA 92649 Orange County Title         |                          |  |                                       |
|   | held by Debtor's single member LLC - J-  |                          |  |                                       |
|   | Sandcastle Co, LLC, APN 891-569-62   |                          |  |                                       |
| P.O. Box 149  | As of the date you file, the claim is: Check all that                            |                          |  |                                       |
| Santa Ana, CA 92702   | apply.   |                          |  |                                       |
|   | Contingent   |                          |  |                                       |
| Number, Street, City, State & Zip Code                                    | Unliquidated   |                          |  |                                       |
| Who owes the debt? Check one.   | ☐ Disputed  Nature of lien. Check all that apply.                                |                          |  |                                       |
| _   |  | •                        |  |                                       |
| Debtor 1 only   | An agreement you made (such as mortgage or se car loan)                          | ecured                   |  |                                       |
| Debtor 2 only   |  |                          |  |                                       |
| Debtor 1 and Debtor 2 only  | Statutory lien (such as tax lien, mechanic's lien)                               |                          |  |                                       |
| At least one of the debtors and another                                   | ☐ Judgment lien from a lawsuit   |                          |  |                                       |
| Check if this claim relates to a community debt                           | Other (including a right to offset)  Property                                    | Гахеѕ                    | ****   |                                       |
| Date debt was incurred  | Last 4 digits of account number Deca   | al LBM 1081; APN: 891-5  | 69-62  |                                       |
|   |  | •                        |  |                                       |

Official Form 106D

Additional Page of Schedule D: Creditors Who Have Claims Secured by Property

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| Debtor 1 Jamie Lynn Gallian  | Case number (if known)   |                          |                  |              |  |  |  |
|--|--|--------------------------|------------------|--------------|--|--|--|
| First Name Middle Na   | ame Last Name  |                          |                  |              |  |  |  |
| The Huntington Beach  2.5 Gables Homeowners  Association   | Describe the property that secures the claim:  | \$319,653.59             | \$235,000.00     | \$241,319.59 |  |  |  |
| Creditor's Name c/o Epsten Grinnell & Howell, APC 10200 Willow Creek Road, Ste                                   | 16222 Monterey Ln #376 Huntington<br>Beach, CA 92649 Orange County HCD<br>Title held by Debtor's single member<br>LLC - J-Sandcastle Co, LLC |                          |                  |              |  |  |  |
| San Diego, CA 92131;<br>c/o Feldsott & Lee<br>23161 Mill Creek Drive Ste 300                                     | As of the date you file, the claim is: Check all that apply.  Contingent   |                          |                  |              |  |  |  |
| Laguna Hills, CA 92653<br>Number, Street, City, State & Zip Code   | ☐ Unliquidated ☐ Disputed  |                          |                  |              |  |  |  |
| Who owes the debt? Check one.  | Nature of lien. Check all that apply.  |                          |                  |              |  |  |  |
| ■ Debtor 1 only □ Debtor 2 only  | An agreement you made (such as mortgage or scar loan)  | secured                  |                  |              |  |  |  |
| ☐ Debtor 1 and Debtor 2 only   | ☐ Statutory lien (such as tax lien, mechanic's lien)   |                          |                  |              |  |  |  |
| At least one of the debtors and another  | Judgment lien from a lawsuit   |                          |                  |              |  |  |  |
| ☐ Check if this claim relates to a community debt  | Other (including a right to offset)  EJ-1  |                          |                  | <del></del>  |  |  |  |
| Date debt was incurred May 6, 2019   |  | C 30-2017-00913985       |                  |              |  |  |  |
| 2.6 Gables Homeowners Association  | Describe the property that secures the claim:  | \$9,265.00               | \$235,000.00     | \$9,265.00   |  |  |  |
| Creditor's Name<br>c/o Epsten Grinnell & Howell, APC<br>10200 Willow Creek Road, Ste 100<br>San Diego, CA 92131; | 16222 Monterey Ln #376 Huntington<br>Beach, CA 92649 Orange County HCD<br>Title held by Debtor's single member<br>LLC - J-Sandcastle Co, LLC |                          |                  |              |  |  |  |
| c/o Feldsott & Lee<br>23161 Mill Creek Drive Ste 300<br>Laguna Hills, CA 92653                                   | As of the date you file, the claim is: Check all that apply.  Contingent   |                          |                  |              |  |  |  |
| Number, Street, City, State & Zip Code   | ☐ Unliquidated ☐ Disputed  |                          |                  |              |  |  |  |
| Who owes the debt? Check one.  | Nature of lien. Check all that apply.  |                          |                  |              |  |  |  |
| ■ Debtor 1 only □ Debtor 2 only  | ☐ An agreement you made (such as mortgage or s car loan)   | ecured                   |                  |              |  |  |  |
| Debtor 1 and Debtor 2 only   | lacksquare Statutory lien (such as tax lien, mechanic's lien)  |                          |                  |              |  |  |  |
| At least one of the debtors and another  | Judgment lien from a lawsuit   |                          |                  |              |  |  |  |
| ☐ Check if this claim relates to a community debt  | Other (including a right to offset)  | 01 2019000148568 - filed | OC DEC 5/2/2040  |              |  |  |  |
| Date debt was incurred March 21, 201   |  | C 30-2017-00962999       | OC REC. 3/3/2019 |              |  |  |  |

### Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES ExposidPafile մի 2/09/24 ይվել Եւ Մայան 14:15:51 Desc Main Document Page 23 of 60

| Debtor 1 Jamie Lynn Gallian   | Case number (if known)   |                            |                  |             |
|---|--|----------------------------|------------------|-------------|
| First Name Middle Na  | ame Last Name  |                            |                  |             |
| 2.7 Huntington Beach Gables Homeowners Association  | Describe the property that secures the claim:  | \$53,684.41                | \$235,000.00     | \$53,684.41 |
| Creditor's Name: Jasso; Gragnano; Phillips; Beck; Paulin; Burrett. c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor | 16222 Monterey Ln #376 Huntington<br>Beach, CA 92649 Orange County HCD<br>Title held by Debtor's single member<br>LLC - J-Sandcastle Co, LLC |                            |                  |             |
| Los Angeles, CA 90071<br>c/o Epsten Grinnell & Howell, APC<br>10200 Willow Creek Road, Ste 100<br>San Diego, CA 92131:              | As of the date you file, the claim is: Check all that apply.  Contingent   |                            |                  |             |
| Number, Street, City, State & Zip Code  Who owes the debt? Check one.   | ☐ Unliquidated ☐ Disputed Nature of lien. Check all that apply.  |                            |                  |             |
| ■ Debtor 1 only □ Debtor 2 only   | An agreement you made (such as mortgage or scar loan)  | ecured                     |                  |             |
| Debtor 1 and Debtor 2 only  | ☐ Statutory lien (such as tax lien, mechanic's lien)   |                            |                  |             |
| lacksquare At least one of the debtors and another  | ☐ Judgment lien from a lawsuit   |                            |                  |             |
| ☐ Check if this claim relates to a community debt   | Other (including a right to offset)  Judgment  | Lien (JL1) File # U200     | 003862424 -7/26/ | 2020        |
| Date debt was incurred Dec. 4, 2018   | Last 4 digits of account number OCJ(   | 30-2017-00913985           |                  |             |
| Add the dollar value of your entries in Co<br>If this is the last page of your form, add t<br>Write that number here:               | olumn A on this page. Write that number here:<br>he dollar value totals from all pages.  | \$561,789.0<br>\$561,789.0 |                  |             |

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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|                         |   |   | Main D   | ocument                               | Page                           | 24 01 60  |                              |                                 |
|-------------------------|---|---|--|---------------------------------------|--------------------------------|---|------------------------------|---------------------------------|
| Fill                    | in this inform  | nation to identify your   | case:  |                                       |                                |   |                              |                                 |
| Del                     | otor 1  | Jamie Lynn Gallia   | an .   |                                       |                                |   |                              |                                 |
|                         |   | First Name  | Middle Name  |                                       | Last Name                      |   |                              |                                 |
|                         | otor 2  | ***   |  |                                       |                                |   |                              |                                 |
| (Spo                    | use if, filing)   | First Name  | Middle Name  |                                       | Last Name                      |   |                              |                                 |
| Uni                     | ted States Ba   | nkruptcy Court for the:   | CENTRAL DISTR  | RICT OF CAL                           | JFORNIA                        |   |                              |                                 |
| C                       |   |   |  |                                       |                                |   |                              |                                 |
|                         | se number _<br>own)   |   |  |                                       |                                |   | П                            | Check if this is an             |
|                         |   |   |  |                                       |                                |   | _                            | mended filing                   |
|                         |   |   |  | · ·                                   |                                |   |                              |                                 |
|                         |   | n 106E/F  |  |                                       |                                |   |                              |                                 |
| <u>Sc</u>               | hedule E  | /F: Creditors W   | ho Have Un   | secured                               | Claims                         |   |                              | 12/15                           |
| Sche<br>Sche<br>left. A | dule G: Execu<br>dule D: Credit<br>Attach the Con<br>a and case nur | tory Contracts and Unexp<br>ors Who Have Claims Sec<br>tinuation Page to this pag<br>nber (if known). | ired Leases (Official<br>ured by Property. If r<br>ie. If you have no info | Form 106G).<br>nore space is          | Do not include<br>needed, copy | contracts on Schedule A/B: Pro<br>any creditors with partially set<br>the Part you need, fill it out, no<br>do not file that Part. On the top | cured claims<br>imber the en | that are listed in tries in the |
|                         |   | li of Your PRIORITY Un  |  |                                       |                                |   |                              |                                 |
| 1.                      | _ •   | ors have priority unsecure  | d claims against you   | 17                                    |                                |   |                              |                                 |
|                         | No. Go to P   | art 2.  |  |                                       |                                |   |                              |                                 |
|                         | ☐ Yes.  |   |  |                                       |                                |   |                              |                                 |
| Dar                     | t 2: List A   | i of Your NONPRIORIT  | V Uncoured Clair   | <b></b>                               |                                |   |                              |                                 |
|                         |   |   |  |                                       |                                | · · · · · · · · · · · · · · · · · · ·   |                              |                                 |
|                         | _ `   | ors have nonpriority unsec  | •  | •                                     |                                |   |                              |                                 |
|                         | ☐ No. You hav   | ve nothing to report in this pa   | art. Submit this form to   | the court with                        | your other sche                | edules.   |                              |                                 |
|                         | Yes.  |   |  |                                       |                                |   |                              |                                 |
|                         | unsecured clair   | n, list the creditor separately   | for each claim. For e  | ach claim liste                       | d, identify what t             | holds each claim. If a creditor<br>ype of claim it is. Do not list clain<br>three nonpriority unsecured clai                                  | ns already inc               | luded in Part 1. If more        |
|                         | BS Inv  | estors, LP  |  |                                       |                                |   |                              | Total claim                     |
| 4.1                     | G/HB  |   | Last   | 4 digits of acc                       | count number                   | 0376  |                              | Unknown                         |
|                         | 18201   | Creditor's Name Von Karmen Ste. 45  | 0 Wher   | n was the deb                         | t incurred?                    | 11/1/2018-present   |                              | -                               |
|                         |   | CA 92612<br>reet City State Zip Code  | As of  | the date you                          | file, the claim i              | s: Check all that apply   |                              |                                 |
|                         |   | red the debt? Check one.  |  | •                                     | ·                              | ,,,,  |                              |                                 |
|                         | ■ Debtor  | 1 only  | □ c <sub>c</sub>   | ontingent                             |                                |   |                              |                                 |
|                         | ☐ Debtor  | · ·   |  | nliquidated                           |                                |   |                              |                                 |
|                         | _   | 1 and Debtor 2 only   |  | sputed                                |                                |   |                              |                                 |
|                         |   | t one of the debtors and and  |  |                                       | RITY unsecured                 | l claim:  |                              |                                 |
|                         |   | if this claim is for a comm   | П -  | udent loans                           |                                |   |                              |                                 |
|                         | debt  | m subject to offset?  | □ oı   | bligations arisi<br>t as priority cla |                                | ration agreement or divorce that  | you did not                  |                                 |
|                         | ■ No  |   | □ De   | ebts to pensior                       | or profit-sharin               | g plans, and other similar debts  |                              |                                 |
|                         | Yes   |   | Ot   | her. Specify                          | OCSC File                      | d 1/2/2019 30-2019-010  | 1423                         | -                               |

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| Debtor | 1 Jamie Lynn Gallian   |  | Case number (if known)   |   |  |  |  |
|--------|--|--|--|---|--|--|--|
| 4.2    | Gordon Rees Scully & Mansukhani  | Last 4 digits of account number                                    | -  | Unknown                                 |  |  |  |
|        | Nonpriority Creditor's Name 633 W 5th Street, 52nd Floor   | When was the debt incurred?  | 12/4/2018; 5/6/2019  |   |  |  |  |
|        | Los Angeles, CA 90071 Number Street City State Zip Code Who incurred the debt? Check one.        | As of the date you file, the claim                                 |  |   |  |  |  |
|        | Debtor 1 only  | ☐ Contingent   |  |   |  |  |  |
|        | Debtor 2 only  | Unliquidated   |  |   |  |  |  |
|        | ☐ Debtor 1 and Debtor 2 only   | ☐ Disputed   |  |   |  |  |  |
|        | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecure                                       | d claim:   |   |  |  |  |
|        | ☐ Check if this claim is for a community   | ☐ Student loans  |  |   |  |  |  |
|        | debt Is the claim subject to offset?   | Obligations arising out of a separeport as priority claims         | ration agreement or divorce that you did not                                   |   |  |  |  |
|        | ■ No   | Debts to pension or profit-sharing                                 | g plans, and other similar debts   |   |  |  |  |
|        | Yes  | OCSC Case N  | o. 30-2017-00913985 Huntington Beac<br>Lee Gragnano; Ted Phillips; Lindy Beck; | h Gables Homeowne<br>Janine Jasso; Jenn |  |  |  |
|        | Houser Bros. Co.   | Last 4 digits of account number                                    | 0376   | Unknown                                 |  |  |  |
|        | Nonpriority Creditor's Name dba Rancho Del Rey Mobile Home Estates 17610 Beach Blvd Ste. 32      | When was the debt incurred?  | 11/1/2018-present  |   |  |  |  |
| -      | Huntington Beach, CA 92647  Number Street City State Zip Code  Who incurred the debt? Check one. | As of the date you file, the claim i                               |  |   |  |  |  |
|        |  | <b>-</b>   |  |   |  |  |  |
|        | Debtor 1 only  | ☐ Contingent   |  |   |  |  |  |
|        | Debtor 2 only  | Unliquidated   |  |   |  |  |  |
|        | Debtor 1 and Debtor 2 only   | ☐ Disputed  Type of NONPRIORITY unsecured                          |  |   |  |  |  |
|        | At least one of the debtors and another  | Student loans  |  |   |  |  |  |
|        | ☐ Check if this claim is for a community debt Is the claim subject to offset?                    | Obligations arising out of a sepa                                  |  |   |  |  |  |
|        | ■ No   | Debts to pension or profit-sharing                                 |  |   |  |  |  |
|        | Yes  | Other. Specify Unlawful De OCSC 30-20                              | etainer Lawsuit Filed 1/2/2019<br>119-01041423                                 |   |  |  |  |
|        | Internal Revenue Service Nonpriority Creditor's Name   | Last 4 digits of account number                                    |  | \$3,361.00                              |  |  |  |
| 7      | PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code                        | When was the debt incurred?  As of the date you file, the claim is | s: Check all that apply  |   |  |  |  |
| ,      | Who incurred the debt? Check one.  |  |  |   |  |  |  |
|        | Debtor 1 only  | ☐ Contingent   |  |   |  |  |  |
|        | Debtor 2 only  | ☐ Unliquidated   |  |   |  |  |  |
|        | Debtor 1 and Debtor 2 only   | ☐ Disputed  Type of NONPRIORITY unsecured claim:  ☐ Student loans  |  |   |  |  |  |
|        | At least one of the debtors and another  |  |  |   |  |  |  |
|        | ☐ Check if this claim is for a community<br>debt   |  |  |   |  |  |  |
|        | gent<br>Is the claim subject to offset?  | Obligations arising out of a separ<br>report as priority claims    | <u> </u>   |   |  |  |  |
|        |  |  |  |   |  |  |  |
|        | No   | Debts to pension or profit-sharing                                 | plans, and other similar debts   |   |  |  |  |

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| Debto | Jamie Lynn Gallian  | Case number (if known)  |                                   |  |  |  |
|-------|---|---|-----------------------------------|--|--|--|
| 4.5   | James H Casello   | Last 4 digits of account number   | Unknown                           |  |  |  |
|       | Nonpriority Creditor's Name Casello & Lincoln, Attorneys at Law 525 N Cabrillo Park Drive Ste 104 Santa Ana, CA 92701 | When was the debt incurred?   |                                   |  |  |  |
|       | Number Street City State Zip Code  Who incurred the debt? Check one.  | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|       | Debtor 1 only   | ☐ Contingent  |                                   |  |  |  |
|       | Debtor 2 only   | ☐ Unliquidated  |                                   |  |  |  |
|       | Debtor 1 and Debtor 2 only  | ☐ Disputed  |                                   |  |  |  |
|       | ☐ At least one of the debtors and another   | Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|       | ☐ Check if this claim is for a community  | ☐ Student loans   |                                   |  |  |  |
|       | debt<br>is the claim subject to offset?   | ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims                               |                                   |  |  |  |
|       | ■ No  | lacksquare Debts to pension or profit-sharing plans, and other similar debts  |                                   |  |  |  |
|       | ☐ Yes   | Other. Specify Misc. Debt.  |                                   |  |  |  |
| 4.6   | Janine Jasso c/o Huntington Beach Gables Homeowners Association Nonpriority Creditor's Name:                          | Last 4 digits of account number   | \$46,138.00                       |  |  |  |
|       | Gordon Rees Scully & Mansukhani<br>633 W 5th Street, 52nd Floor   | When was the debt incurred? 12/4/2018   |                                   |  |  |  |
|       | Los Angeles, CA 90071   | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|       | Number Street City State Zip Code   | ☐ Contingent  |                                   |  |  |  |
|       | Who incurred the debt? Check one.  Debtor 1 only  | ☐ Unliquidated ☐ Disputed Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|       | Debtor 2 only   |   |                                   |  |  |  |
|       | Debtor 1 and Debtor 2 only  |   |                                   |  |  |  |
|       | ☐ At least one of the debtors and another   | ☐ Student loans   |                                   |  |  |  |
|       | ☐ Check if this claim is for a community debt   | Obligations arising out of a separation agreement or divorce that you did not report as priority claims                                 |                                   |  |  |  |
|       | Is the claim subject to offset?   | ☐ Debts to pension or profit-sharing plans, and other similar debts ☐ Other. Specify EJ-1 2018000467142, FILED 12/14/18 OC CLK REC      |                                   |  |  |  |
|       | □Yes  | OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeow<br>Lee Gragnano, Ted Phillips, Lindy Beck, Janine Jasso, Jennifer Paulin, |                                   |  |  |  |
| 4.7   | Jennifer Ann Paulin c/o Huntington  Beach Gables Homeowners Association:  | Last 4 digits of account number   | \$0.00                            |  |  |  |
|       | Nonpriority Creditor's Name c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor                          | When was the debt incurred?   |                                   |  |  |  |
|       | Los Angeles, CA 90071  Number Street City State Zip Code  Who incurred the debt? Check one.                           | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|       | Debtor 1 only   | ☐ Contingent  |                                   |  |  |  |
|       | ☐ Debtor 2 only   | ☐ Unliquidated  |                                   |  |  |  |
|       | ☐ Debtor 1 and Debtor 2 only  | ☐ Disputed  |                                   |  |  |  |
|       | ☐ At least one of the debtors and another   | Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|       | ☐ Check if this claim is for a community  | ☐ Student loans   |                                   |  |  |  |
|       | debt Is the claim subject to offset?  | Obligations arising out of a separation agreement or divorce that you did not report as priority claims                                 |                                   |  |  |  |
|       | No  | Debts to pension or profit-sharing plans, and other similar debts   |                                   |  |  |  |
|       | ☐Yes  | ■ Other. Specify EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OC 30-2017-00913985 Huntington Beach Gables Homeow                      | CSC Case No.<br>ners Association: |  |  |  |

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Page 27 of 60 Main Document Debtor 1 Jamie Lynn Gallian Case number (if known) Lee S Gragnano c/o Huntington Beach 4.8 **Gables Homeowners Association** Last 4 digits of account number \$0.00 Nonpriority Creditor's Name c/o Gordon Rees Scully & Mansukhani When was the debt incurred? 633 W 5th Street, 52nd Floor Los Angeles, CA 90071 As of the date you file, the claim is: Check all that apply Number Street City State Zip Code Who incurred the debt? Check one. ☐ Contingent Debtor 1 only ☐ Unliquidated Debtor 2 only ☐ Disputed Debtor 1 and Debtor 2 only Type of NONPRIORITY unsecured claim: At least one of the debtors and another ☐ Student loans ☐ Check if this claim is for a community Obligations arising out of a separation agreement or divorce that you did not report as priority claims is the claim subject to offset? Debts to pension or profit-sharing plans, and other similar debts ☐ Yes Other. Specify EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association; Lindy Beck c/o Huntington Beach Gables **Homeowners Association** 4.9 Last 4 digits of account number \$0.00 c/o Gordon Rees Scully & Mansukhani When was the debt incurred? 633 W 5th Street, 52nd Floor Los Angeles, CA 90071 As of the date you file, the claim is: Check all that apply Number Street City State Zip Code Who incurred the debt? Check one. ☐ Contingent Debtor 1 only ☐ Unliquidated Debtor 2 only ☐ Disputed Debtor 1 and Debtor 2 only Type of NONPRIORITY unsecured claim: At least one of the debtors and another ☐ Student loans ☐ Check if this claim is for a community debt Obligations arising out of a separation agreement or divorce that you did not Is the claim subject to offset? report as priority claims Debts to pension or profit-sharing plans, and other similar debts No. ☐ Yes Other. Specify EJ-1 2018000467142, FILED 12/14/18 OC CLK REC; OCSC Case No. 30-2017-00913985 Huntington Beach Gables Homeowners Association; 4.1 \$8,743.02 Lisa Ryan Last 4 digits of account number Nonpriority Creditor's Name 10-18-2018 When was the debt incurred? 20949 Lassen St. Apt 208 Chattsworth, CA 91311 Number Street City State Zip Code As of the date you file, the claim is: Check all that apply Who incurred the debt? Check one. Debtor 1 only ☐ Contingent Debtor 2 only ☐ Unliquidated Debtor 1 and Debtor 2 only ☐ Disputed Type of NONPRIORITY unsecured claim: At least one of the debtors and another ☐ Student loans ☐ Check if this claim is for a community debt D Obligations arising out of a separation agreement or divorce that you did not Is the claim subject to offset? report as priority claims No. Debts to pension or profit-sharing plans, and other similar debts 30-2018-01013582 Misc Debt ☐ Yes

Other. Specify

| Debto    | Jamie Lynn Gallian   | Case number (if known)  |                                   |  |  |  |
|----------|--|---|-----------------------------------|--|--|--|
| 4.1      | Lori Burrett Huntington Beach Gables<br>Homeowners Association                                     | Last 4 digits of account number   | \$0.00                            |  |  |  |
|          | Nonpriority Creditor's Name<br>c/o Gordon Rees Scully & Mansukhani<br>633 W 5th Street, 52nd Floor | When was the debt incurred?   |                                   |  |  |  |
|          | Los Angeles, CA 90071  Number Street City State Zip Code   | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|          | Who incurred the debt? Check one.  Debtor 1 only   | ☐ Contingent  |                                   |  |  |  |
|          | Debtor 2 only  | ☐ Unliquidated  |                                   |  |  |  |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |                                   |  |  |  |
|          | ·  | Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|          | ☐ At least one of the debtors and another☐  Check if this claim is for a community debt            | ☐ Student loans ☐ Obligations arising out of a separation agreement or divorce that you did not   |                                   |  |  |  |
|          | Is the claim subject to offset?  | report as priority claims   |                                   |  |  |  |
|          | ■ No □ Yes   | ☐ Debts to pension or profit-sharing plans, and other similar debts  ☐ Other. Specify EJ-1 2018000467142, FILED 12/14/18 OC CLK R  No. 30-2017-00913985, Huntington Beach Gables Homeow | EC; OCSC Case<br>ners Association |  |  |  |
| 4.1      | Nationwide Reconveyance, LLC Nonpriority Creditor's Name   | Last 4 digits of account number   | \$0.00                            |  |  |  |
|          | c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300  | When was the debt incurred?   |                                   |  |  |  |
|          | Lagina Hills, CA 92653   | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|          | Number Street City State Zip Code  |   |                                   |  |  |  |
|          | Who incurred the debt? Check one.  Debtor 1 only   | ☐ Contingent  |                                   |  |  |  |
|          | ☐ Debtor 2 only  | ☐ Unliquidated  |                                   |  |  |  |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |                                   |  |  |  |
|          | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|          | ☐ Check if this claim is for a community   | Student loans   |                                   |  |  |  |
|          | debt Is the claim subject to offset?   | ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims   |                                   |  |  |  |
|          | No   | Debts to pension or profit-sharing plans, and other similar debts   |                                   |  |  |  |
|          | Yes  | Other. Specify Lawsuit - Case No. 30-2020-01163055-CU-OR-CJ   | С                                 |  |  |  |
| 4.1<br>3 | Patricia C. Ryan   | Last 4 digits of account number   | Unknowr                           |  |  |  |
|          | Nonpriority Creditor's Name  | When was the debt incurred?   |                                   |  |  |  |
|          | 20949 Lassen St. Apt 208<br>Chattsworth, CA 91311  |   |                                   |  |  |  |
|          | Number Street City State Zip Code  Who incurred the debt? Check one.                               | As of the date you file, the claim is: Check all that apply   |                                   |  |  |  |
|          | Debtor 1 only  | ☐ Contingent  |                                   |  |  |  |
|          | Debtor 2 only  | ☐ Unliquidated  |                                   |  |  |  |
|          | ☐ Debtor 1 and Debtor 2 only   | ☐ Disputed  |                                   |  |  |  |
|          | lacksquare At least one of the debtors and another   | Type of NONPRIORITY unsecured claim:  |                                   |  |  |  |
|          | ☐ Check if this claim is for a community   | ☐ Student loans   |                                   |  |  |  |
|          | debt Is the claim subject to offset?   | ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims   |                                   |  |  |  |
|          | ■ No   | lacksquare Debts to pension or profit-sharing plans, and other similar debts  |                                   |  |  |  |
|          | Yes  | Other. Specify Lawsuit - Houser v Ryan UD   |                                   |  |  |  |

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| Debto    | or 1 Jamie Lynn Gallian  | Case number (if known)  |            |
|----------|--|---|------------|
| 4.1<br>4 | Rancho Bernard Condominium<br>Management   | Last 4 digits of account number   | \$0.00     |
|          | Nonpriority Creditor's Name  |   |            |
|          | dba Elite Community Management<br>c/o Gordon Rees Scully Mansukhani<br>5 Park Plaza Ste 1100<br>Irvine, CA 92614 | When was the debt incurred?   |            |
|          | Number Street City State Zip Code  Who incurred the debt? Check one.   | As of the date you file, the claim is: Check all that apply   |            |
|          | Debtor 1 only  | Contingent  |            |
|          | Debtor 2 only  | ☐ Unliquidated  |            |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |            |
|          | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |            |
|          | ☐ Check if this claim is for a community   | ☐ Student loans   |            |
|          | debt<br>Is the claim subject to offset?  | Obligations arising out of a separation agreement or divorce that you did not report as priority claims |            |
|          | ■ No   | ☐ Debts to pension or profit-sharing plans, and other similar debts                                     |            |
|          | □Yes   | ■ Other. Specify Lawsuit Case No. 30-2020-01163055  |            |
|          |  |   |            |
| 4.1<br>5 | Randall Nickell  | Last 4 digits of account number   | Unknown    |
|          | Nonpriority Creditor's Name 4476 Alderport Dr Huntington Beach, CA 92649   | When was the debt incurred?   |            |
|          | Number Street City State Zip Code  | As of the date you file, the claim is: Check all that apply   |            |
|          | Who incurred the debt? Check one.  |   |            |
|          | Debtor 1 only  | ☐ Contingent  |            |
|          | Debtor 2 only  | ☐ Unliquidated  |            |
|          | ☐ Debtor 1 and Debtor 2 only   | ☐ Disputed  |            |
|          | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |            |
|          | ☐ Check if this claim is for a community   | Student loans   |            |
|          | debt<br>Is the claim subject to offset?  | Obligations arising out of a separation agreement or divorce that you did not report as priority claims |            |
|          | ■ No   | ☐ Debts to pension or profit-sharing plans, and other similar debts                                     |            |
|          | ☐Yes   | Lawsuit - Case No 30-2020-01163055-CU-OR-CJC  |            |
| 4.1      | Orange County Superior Court<br>Bench Citation (Civil C-33)  | Last 4 digits of account number 17-00913985   | \$5,000.00 |
|          | Nonpriority Creditor's Name  | When was the debt incurred? 7/8/2021  |            |
|          | c/o Feldsott & Lee<br>23161 Mill Creek Drive Ste 300<br>Laguna Hills, CA 92653                                   | When was the debt incurred? 7/8/2021  |            |
|          | Number Street City State Zip Code  Who incurred the debt? Check one.   | As of the date you file, the claim is: Check all that apply   |            |
|          | Debtor 1 only  | ☐ Contingent  |            |
|          | ☐ Debtor 2 only  | ☐ Unliquidated  |            |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |            |
|          | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |            |
|          | ☐ Check if this claim is for a community   | ☐ Student loans   |            |
|          | debt<br>Is the claim subject to offset?  | Obligations arising out of a separation agreement or divorce that you did not report as priority claims |            |
|          | ■ No   | Debts to pension or profit-sharing plans, and other similar debts                                       |            |
|          | Yes  | Other. Specify MISC DEBT Collection Case 30-2017-00913985   |            |

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| Debto    | 1 Jamie Lynn Gallian   | Case number (if known)  |  |  |  |
|----------|--|---|--|--|--|
| 4.1      | People of the State Of California 18WM05278  | Last 4 digits of account number \$13,229.24   |  |  |  |
|          | Nonpriority Creditor's Name West Justice Center 8141 13th Street Westminster, CA 91683               | When was the debt incurred?   |  |  |  |
|          | Number Street City State Zip Code Who Incurred the debt? Check one.                                  | As of the date you file, the claim is: Check all that apply   |  |  |  |
|          | Debtor 1 only  | ☐ Contingent  |  |  |  |
|          | Debtor 2 only  | ☐ Unliquidated  |  |  |  |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |  |  |  |
|          | At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |  |  |  |
|          | ☐ Check if this claim is for a community debt Is the claim subject to offset?                        | ☐ Student loans ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims             |  |  |  |
|          | No   | ☐ Debts to pension or profit-sharing plans, and other similar debts   |  |  |  |
|          | Yes  |   |  |  |  |
|          | 1 165  | Other. Specify Misc. Debt - 2021000348287 Filed 05/27/2021; OC Clerk Recorder   |  |  |  |
| 4.1<br>8 | Superior Default Services Inc  | Last 4 digits of account number \$0.00  |  |  |  |
|          | Nonpriority Creditor's Name c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653 | When was the debt incurred?   |  |  |  |
|          | Number Street City State Zip Code  Who incurred the debt? Check one.                                 | As of the date you file, the claim is: Check all that apply   |  |  |  |
|          | Debtor 1 only  | ☐ Contingent  |  |  |  |
|          | ☐ Debtor 2 only  | ☐ Unliquidated  |  |  |  |
|          | ☐ Debtor 1 and Debtor 2 only   | ☐ Disputed  |  |  |  |
|          | ☐ At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |  |  |  |
|          | $\square$ Check if this claim is for a community   | ☐ Student loans   |  |  |  |
|          | debt Is the claim subject to offset?   | ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims                             |  |  |  |
|          | ■ No   | ☐ Debts to pension or profit-sharing plans, and other similar debts   |  |  |  |
|          | ☐ Yes  | Other. Specify Lawsuit 30-2020-01163055   |  |  |  |
| 4.1<br>9 | The Huntington Beach Gables  | Last 4 digits of account number \$319,653.59  |  |  |  |
|          | Nonpriority Creditor's Name Homeowners Association   | When was the debt incurred? 5/6/2019  |  |  |  |
|          | c/o Epsten Grinnell & Howell, APC<br>10200 Willow Creek Road, Ste 100<br>San Diego, CA 92131         |   |  |  |  |
|          | Number Street City State Zip Code  | As of the date you file, the claim is: Check all that apply   |  |  |  |
|          | Who incurred the debt? Check one.  |   |  |  |  |
|          | Debtor 1 only  | Contingent  |  |  |  |
|          | Debtor 2 only  | Unliquidated  |  |  |  |
|          | Debtor 1 and Debtor 2 only   | Disputed  |  |  |  |
|          | At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  ☐ Student loans ☐ Obligations arising out of a separation agreement or divorce that you did not |  |  |  |
|          | ☐ Check if this claim is for a community debt  |   |  |  |  |
|          | Is the claim subject to offset?  | report as priority claims   |  |  |  |
|          | ■ No   | ☐ Debts to pension or profit-sharing plans, and other similar debts   |  |  |  |
|          | □Yes   | ■ Other. Specify EJ-001 2019000165259, FILED 05/16/2019 OC CLERK RECORDER;  |  |  |  |
|          |  | OCSC No. 30-2017-00913985; Huntington Beach Gables Homeowners Association   |  |  |  |

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| 1 Jamie Lynn Gallian   |  | Case number (if known)                       |                  |  |  |
|--|--|--|------------------|--|--|
| The Huntington Beach Gables  | Last 4 digits of account number  |  | \$9,265.00       |  |  |
| Nonpriority Creditor's Name  | When was the debt incurred?  | March 21, 2019                               |                  |  |  |
| Homeowners Association<br>c/o Epsten Grinnell & Howell, APC<br>10200 Willow Creek Road, Ste 100  | when was the debt incurred?  |  |                  |  |  |
| San Diego, CA 92131 Number Street City State Zip Code  | As of the data you file the plains   | les Charle all that and in                   |                  |  |  |
| Who incurred the debt? Check one.  | As of the date you file, the claim i   | s: Спеск ан that apply                       |                  |  |  |
| Debtor 1 only  | По   |  |                  |  |  |
| _  | ☐ Contingent   |  |                  |  |  |
| Debtor 2 only  | ☐ Unliquidated   |  |                  |  |  |
| Debtor 1 and Debtor 2 only   | Disputed   | 4 alalm.                                     |                  |  |  |
| At least one of the debtors and another  | Type of NONPRIORITY unsecured  ☐ Student loans   | a Claim:                                     |                  |  |  |
| ☐ Check if this claim is for a community debt Is the claim subject to offset?  | _  | ration agreement or divorce that you did not |                  |  |  |
| No   | Debts to pension or profit-sharing   | g plans, and other similar debts             |                  |  |  |
|  |  |  |                  |  |  |
| Yes  |  | 000148568, FILED 05/03/2019 OC CLERK R       |                  |  |  |
|  | OCSC Case No. 30-2017-00   | 0962999, Huntington Beach Gables Home        | OWINETS ASSOCIAL |  |  |
| The Huntington Beach Gables Nonpriority Creditor's Name  | Last 4 digits of account number  |  | \$3,070.00       |  |  |
| Homeowners Association c/o Epsten Grinnell & Howell APC 10200 Willow Creek Road, Ste 100 San Diego, CA 92131   | When was the debt incurred?  | September 27, 2018                           |                  |  |  |
| Number Street City State Zip Code  | As of the date you file, the claim is  | s: Check all that apply                      |                  |  |  |
| Who incurred the debt? Check one.  |  |  |                  |  |  |
| ■ Debtor 1 only  | ☐ Contingent   |  |                  |  |  |
| Debtor 2 only  | ☐ Unliquidated   |  |                  |  |  |
| Debtor 1 and Debtor 2 only   | ☐ Disputed   |  |                  |  |  |
| At least one of the debtors and another  | Type of NONPRIORITY unsecured  | l claim:                                     |                  |  |  |
| Check if this claim is for a community   | ☐ Student loans  |  |                  |  |  |
| debt  Is the claim subject to offset?  |  | ration agreement or divorce that you did not |                  |  |  |
| ■ No   | □ Debts to pension or profit-sharing plans, and other similar debts □ Other. Specify EJ-001 2018000435011, FILED 11/19/2018 OC CLERK RECORDER;         |  |                  |  |  |
| Yes  |  | 85, Huntington Beach Gables Homeowne         |                  |  |  |
| Ted Phillips c/o Huntington Beach Gables<br>Homeowners Association   | Last 4 digits of account number  |  | \$0.00           |  |  |
|  |  |  |                  |  |  |
| Nonpriority Creditor's Name<br>c/o Gordon Rees Scully & Mansukhani<br>633 W 5th Street, 52nd Floor   | When was the debt incurred?  |  |                  |  |  |
|  | When was the debt incurred?  As of the date you file, the claim is   | s: Check all that apply                      |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani<br>633 W 5th Street, 52nd Floor  |  | s: Check all that apply                      |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071 Number Street City State Zip Code Who incurred the debt? Check one.   |  | s: Check all that apply                      |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only   | As of the date you file, the claim is  | s: Check all that apply                      |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only  Debtor 2 only  | As of the date you file, the claim is  | s: Check all that apply                      |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only  Debtor 2 only  Debtor 1 and Debtor 2 only  | As of the date you file, the claim is  |  |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only  Debtor 2 only  Debtor 1 and Debtor 2 only  At least one of the debtors and another Check if this claim is for a community      | As of the date you file, the claim is  Contingent Unliquidated Disputed Type of NONPRIORITY unsecured Student loans                                    | claim:                                       |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only  Debtor 2 only  At least one of the debtors and another   | As of the date you file, the claim is  Contingent Unliquidated Disputed Type of NONPRIORITY unsecured Student loans                                    |  |                  |  |  |
| c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071  Number Street City State Zip Code Who incurred the debt? Check one.  Debtor 1 only  Debtor 2 only  Debtor 1 and Debtor 2 only  At least one of the debtors and another Check if this claim is for a community debt | As of the date you file, the claim is  Contingent Unliquidated Disputed Type of NONPRIORITY unsecured Student loans Obligations arising out of a separ | claim:                                       |                  |  |  |

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| Deptor   | 1 Jamie Lynn Gallian   | Case number (if known)  |            |
|----------|--|---|------------|
| 4.2      | The Huntington Beach Gables Homeowners Association Nonpriority Creditor's Name | Last 4 digits of account number   | Unknown    |
|          | c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653       | When was the debt incurred?   |            |
|          | Number Street City State Zip Code= Who incurred the debt? Check one.           | As of the date you file, the claim is: Check all that apply   |            |
|          | Debtor 1 only  | Contingent  |            |
|          | Debtor 2 only  | ☐ Unliquidated  |            |
|          | Debtor 1 and Debtor 2 only   | ☐ Disputed  |            |
|          | At least one of the debtors and another  | Type of NONPRIORITY unsecured claim:  |            |
|          | ☐ Check if this claim is for a community                                       | ☐ Student loans   |            |
|          | debt Is the claim subject to offset?   | Obligations arising out of a separation agreement or divorce that you did not report as priority claims           |            |
|          | ■ No   | Debts to pension or profit-sharing plans, and other similar debts   |            |
|          | Yes  | Other. Specify OCSC CX Complaint Lawsuit 30-2020-011630: Nickel vs. Huntington Beach Gables Homeo                 |            |
| 4.2      | United Airlines  | Last 4 digits of account number 10092   | \$9,572.91 |
|          | Nonpriority Creditor's Name PO Box 0675 Carol Stream, IL 60132-0675            | When was the debt incurred?   |            |
|          |  | As of the date you file, the claim is: Check all that apply   |            |
|          | Number Street City State Zip Code=   |   |            |
|          | Who incurred the debt? Check one.  | ☐ Contingent  |            |
|          | Debtor 1 only  | ☐ Unliquidated  |            |
|          | ☐ Debtor 2 only  | ☐ Disputed  |            |
|          | ☐ Debtor 1 and Debtor 2 only   | Type of NONPRIORITY unsecured claim:  |            |
|          | At least one of the debtors and another  | ☐ Student loans   |            |
|          | ☐ Check if this claim is for a community=                                      | ☐ Obligations arising out of a separation agreement or divorce that you did not                                   |            |
|          | is the claim subject to offset?  | report as priority claims   |            |
|          | ■ No   | Debts to pension or profit-sharing plans, and other similar debts   |            |
|          | Yes  | Other. Specify Misc Debt COBRA  |            |
| 4.2<br>5 | US Bank NA   | Last 4 digits of account number 6482  | \$9,145.00 |
|          | Nonpriority Creditor's Name PO Box 64799 Saint Paul, MN 55164                  | When was the debt incurred?   |            |
|          | Number Street City State Zip Code Who incurred the debt? Check one.            | As of the date you file, the claim is: Check all that apply   |            |
|          | Debtor 1 only  | ☐ Contingent  |            |
|          | ☐ Debtor 2 only  | ☐ Unliquidated  |            |
|          | Debtor 1 and Debtor 2 only   | Disputed  |            |
|          | ☐ At least one of the debtors and another                                      | Type of NONPRIORITY unsecured claim:  |            |
|          | ☐ Check if this claim is for a community                                       | ☐ Student loans   |            |
|          | debt<br>Is the claim subject to offset?  | $\square$ Obligations arising out of a separation agreement or divorce that you did not report as priority claims |            |
|          | No   | $oldsymbol{\square}$ Debts to pension or profit-sharing plans, and other similar debts                            |            |
|          | Yes  | Other. Specify= Collection  |            |
|          | <del></del>  |   |            |

#### Part 3: List Others to Be Notified About a Debt That You Already Listed

<sup>5.</sup> Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

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| Debtor 1 Jam  | ie Ly                   | nn Gallian                      |   | Case n  | umber (if known)   | appear and the second      |  |
|---|-------------------------|---------------------------------|---|---|--|----------------------------|--|
| Name and Address Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653     |                         |                                 | On which entry in Part 1 or Part 2 did y Line 4.23 of (Check one):  Last 4 digits of account number   | id you list the original creditor?  Part 1: Creditors with Priority Unsecured Claims  Part 2: Creditors with Nonpriority Unsecured Claims |  |                            |  |
| Name and Addres Feldsott & Le 23161 Mill Cr Laguna Hills,                                 | eek C                   |                                 | On which entry in Part 1 or Part 2 did y Line 4.12 of (Check one):  Last 4 digits of account number   | ☐ Part 1:   | original creditor? Creditors with Priority Unsecured Creditors with Nonpriority Unsec        |                            |  |
| Name and Address Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653     |                         |                                 | On which entry in Part 1 or Part 2 did you list the original creditor?  Line 4.18 of (Check one):  Part 1: Creditors with Priority Unsecured Claims  Part 2: Creditors with Nonpriority Unsecured Claims  Last 4 digits of account number |   |  |                            |  |
| Name and Addres<br>Gorden G Ma<br>Grant, Genov<br>2030 Main Str<br>irvine, CA 920         | y<br>ese (<br>reet,     | & Baratta, LLP<br>Ste. 1600     | On which entry in Part 1 or Part 2 did y Line 4.1 of (Check one):  Last 4 digits of account number  | ☐ Part 1:   | original creditor? Creditors with Priority Unsecured Creditors with Nonpriority Unsec        |                            |  |
| Name and Addres<br>Gordon Rees<br>5 Park Plaza S<br>Irvine, CA 920                        | Scul<br>Ste. 1          | lly & Mansukhani<br>100         | On which entry in Part 1 or Part 2 did y Line 4.14 of (Check one):  Last 4 digits of account number   | ☐ Part 1:   | original creditor? Creditors with Priority Unsecured Creditors with Nonpriority Unsecu       |                            |  |
| Name and Addres<br>Gordon Rees<br>633 W 5th Str<br>Los Angeles,                           | Scul                    |                                 | On which entry in Part 1 or Part 2 did y Line <u>4.2</u> of ( <i>Check one</i> ):<br>4.6; 4.7; 4.8; 4.9; 4.11; 4.22<br>Last 4 digits of account number  | Part 1:   | original creditor? Creditors with Priority Unsecured Creditors with Nonpriority Unsecu       |                            |  |
| Name and Addres<br>Mark Mellor<br>Mellor Law Fi<br>6800 Indiana<br>Riverside, CA          | irm<br>Aven             |                                 | On which entry in Part 1 or Part 2 did y Line 4.15 of (Check one):  Last 4 digits of account number   | Part 1:   | original creditor?<br>Creditors with Priority Unsecured<br>Creditors with Nonpriority Unsect |                            |  |
| Name and Addres<br>Vivian J. Alsto<br>Alston, Alston,<br>27201 Puerta R<br>Mission Viejo, | n<br>, & Die<br>Real, S | Ste. 300                        | On which entry in Part 1 or Part 2 did y Line 4.3 of (Check one):  Last 4 digits of account number  | ☐ Part 1:   | original creditor?<br>Creditors with Priority Unsecured<br>Creditors with Nonpriority Unsecu |                            |  |
|   | nts of                  |                                 | Insecured Claim aims. This information is for statistica  | il reporting  |  | . Add the amounts for each |  |
| Total   | 6a.                     | Domestic support obligation     | ns  | 6a.   | Total Claim \$0  | .00                        |  |
| claims<br>from Part 1   | 6b.<br>6c.<br>6d.       | Claims for death or persona     | ots you owe the government<br>al injury while you were intoxicated<br>insecured claims. Write that amount here.   | 6b.<br>6c.<br>. 6d.   | \$0  | 0.00<br>0.00               |  |
|   | 6e.                     | Total Priority. Add lines 6a th | nrough 6d.  | 6e.   | \$0  | .00_                       |  |
| Total   | 6f.                     | Student loans                   |   | 6f.   | Total Claim<br>\$0   | .00                        |  |

Official Form 106 E/F

claims from Part 2

Schedule E/F: Creditors Who Have Unsecured Claims

Obligations arising out of a separation agreement or divorce that

you did not report as priority claims Debts to pension or profit-sharing plans, and other similar debts

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0.00

0.00

6g.

6h.

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| Debtor 1 | Jamie Lynn Gallian |  | Case nu | mber (if known) |            |  |
|----------|--------------------|--|---------|-----------------|------------|--|
|          | 6i.                | Other. Add all other nonpriority unsecured claims. Write that amount here. | 6i.     | \$              | 427,177.76 |  |
|          | 6j.                | Total Nonpriority. Add lines 6f through 6i.                                | 6j.     | \$              | 427,177.76 |  |

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|   | Case   | 8 8.21-0K-11/10-                                    | لاطوبعالتان المرابع دے۔<br>Main Document   | Page 35 of 60                             | 9/21 14.15.51 Desc                          |  |
|---|--|---|--|---|---|--|
| Fill  | in this inforr   | nation to identify your                             |  | 1 ago 00 0. 00                            |   |  |
| Deb   | otor 1   | Jamie Lynn Gallia                                   |  |   |   |  |
| D-1   | .to 0  | First Name  | Middle Name  | Last Name                                 |   |  |
|   | otor 2<br>use if, filing)  | First Name  | Middle Name  | Last Name                                 |   |  |
| United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA  |  |   |  |   |   |  |
| Case number(if known)   |  |   |  |   | ☐ Check if this is an amended filing        |  |
|   |  | rm 106G<br>G: Executory                             | / Contracts and U  | nexpired Leases                           | 12/15                                       |  |
| Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known). |  |   |  |   |   |  |
| 1.  | Do you have any executory contracts or unexpired leases?   |   |  |   |   |  |
| No. Check this box and file this form with the court with your other schedules. You have nothing else to report on  |  |   |  |   | •   |  |
| ☐ Yes. Fill in all of the information below even if the contacts of leases are listed on Schedule A/B:Property (Official Form 106 A/B).   |  |   |  |   |   |  |
|   | <ol> <li>List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for<br/>example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contract<br/>and unexpired leases.</li> </ol> |   |  |   |   |  |
|   | Person or o  | company with whom yo<br>Name, Number, Street, City, | ou have the contract or lease<br>State and ZIP Code  | State what the contract or                | lease is for                                |  |
| 2.1   | Kia Mot<br>Name  | tors  |  | Kia Sportage Car Le                       | Kia Sportage Car Lease                      |  |
|   |  | Sox 20815   |  |   |   |  |
|   | Number   | Street  | and the second desired the secon |   |   |  |
|   | Founta<br>City   | in Valley, CA 92708                                 | State ZIP Code   |   |   |  |
| 2.2   |  | P. Warmington Co                                    |  | Unexpired Ground Leasehold Located on APN |   |  |
|   | Name   | Pullman St.   |  |   | 178-011-01, Unit 4, Tract 10542, Space 376. |  |
|   | Number<br>Costa  | Street<br>Mesa, CA 92626                            |  |   |   |  |

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| Fill in th               | is information to identif  | y your case:   |                      |  |
|--------------------------|--|--|----------------------|--|
| Debtor 1                 | Jamie Lynr   | n Gallian  |                      |  |
| D-14 6                   | First Name   | Middle Name  | Last Name            |  |
| Debtor 2<br>(Spouse if,  |  | Middle Name  | Last Name            |  |
| United S                 | tates Bankruptcy Court fo  | or the: CENTRAL DISTRICT OF (  | CALIFORNIA           |  |
|                          |  |  |                      |  |
| Case nu<br>(if known)    | mber   |  |                      | ☐ Check if this is an  |
|                          |  |  |                      | amended filing   |
| Offici                   | al Form 106H   |  |                      |  |
|                          | _  | O a al a la ta ma  |                      |  |
| <u>Scne</u>              | dule H: Your   | Codeptors  |                      | 12/15  |
| fill it out,<br>your nan | and number the entries<br>ne and case number (if k<br>o you have any codebto |  | e Additional Page    | tion. If more space is needed, copy the Additional Page, to this page. On the top of any Additional Pages, write e as a codebtor.  |
| □ Y                      | es   |  |                      |  |
|                          |  | ive you lived in a community propulsiana, Nevada, New Mexico, Puerto |                      | ry? (Community property states and territories include ington, and Wisconsin.)   |
| ΠN                       | o. Go to line 3.   |  |                      |  |
| <b>■</b> Y               | es. Did your spouse, form  | er spouse, or legal equivalent live w                                | ith you at the time? |  |
|                          |  |  |                      |  |
|                          | ■ No   |  |                      |  |
|                          | ☐ Yes.   |  |                      |  |
|                          | In which commun  | ity state or territory did you live?                                 | -NONE-               | . Fill in the name and current address of that person.   |
|                          | Name of your spouse, f   | ormer spouse, or legal equivalent                                    |                      |  |
|                          | Number, Street, City, St   |  |                      |  |
| in lir<br>Forn           | ie 2 again as a codebtoi   | only if that person is a guarantor                                   | or cosigner. Make    | r if your spouse is filing with you. List the person shown<br>sure you have listed the creditor on Schedule D (Official<br>16G). Use Schedule D, Schedule E/F, or Schedule G to fill |
|                          | Column 1: Your codebt<br>Name, Number, Street, City, Sta                     |  |                      | Column 2: The creditor to whom you owe the debt Check all schedules that apply:  |
| 3.1                      |  |  |                      | Schedule D, line   |
|                          | Name   |  |                      | ☐ Schedule E/F, line   |
|                          |  |  |                      | ☐ Schedule G, line   |
|                          | Number Street  |  |                      | <del></del>  |
|                          | City   | State  | ZIP Code             |  |
|                          | · · · · · · · · · · · · · · · · · · ·  |  |                      |  |
| 0.0                      |  |  |                      | Doctoral D View  |
| 3.2                      | Name   |  |                      | Schedule D, line   |
| 3.2                      | Name   |  |                      | Schedule E/F, line   |
| 3.2                      | Name  Number Street  |  |                      |  |

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| Fill in         | n this information to   | o identify your ca                  | ise:  |   |                           |               |  |                                       |                                       |                 |
|-----------------|---|-------------------------------------|---|---|---------------------------|---------------|--|---------------------------------------|---------------------------------------|-----------------|
| Debt            | tor 1   | Jamie Lynn                          | Gallian   |   |                           |               |  |                                       |                                       |                 |
| Debt<br>(Spou   | tor 2<br>ise, if filing)                                      |                                     |   |   |                           |               |  |                                       |                                       |                 |
| Unite           | ed States Bankrupt  | cy Court for the:                   | CENTRAL DISTRICT  | T OF CALIFORNIA                               |                           | _             |  |                                       |                                       |                 |
| Case<br>(If kno | e number  |                                     |   | _   |                           |               | Check if this is:                        |                                       |                                       |                 |
|                 |   |                                     | ,   |   |                           |               | ☐ A suppleme                             | ent showi                             | ng postpetitior<br>following date:    |                 |
| Off             | ficial Form   | <u> 1061</u>                        |   |   |                           |               | MM / DD/ Y                               | YYY                                   |                                       |                 |
| Sc              | hedule I: `   | Your Inco                           | ome   |   |                           |               |  |                                       |                                       | 12/15           |
| supp<br>spou    | lying correct info<br>se. If you are sep<br>h a separate shee | rmation. If you a<br>arated and you | ible. If two married peo<br>are married and not fili<br>r spouse is not filing w<br>On the top of any addit | ing jointly, and you<br>rith you, do not inc  | r spouse i<br>lude inforr | s liv<br>nati | ing with you, inclu<br>on about your spo | ide infor<br>use. If m                | mation about<br>ore space is          | your<br>needed, |
|                 | Fill in your emplo  | yment                               |   | Debtor 1                                      |                           |               | Debtor 2                                 | or non-                               | filing spouse                         |                 |
|                 | If you have more t  | han one job,                        |   | ☐ Employed                                    |                           | ,             | ☐ Emplo                                  | yed                                   |                                       |                 |
|                 | attach a separate page with information about additional      |                                     | Employment status   | ■ Not employed                                |                           |               | ☐ Not e                                  | mployed                               |                                       |                 |
|                 | employers.  |                                     | Occupation  | Unemployed/Di                                 |                           |               |  |                                       |                                       |                 |
|                 | Include part-time,<br>self-employed wor                       |                                     | Employer's name   | Injury 8/5/2018,<br>injury left foot,         | with nerv                 |               |  | · · · · · · · · · · · · · · · · · · · |                                       |                 |
|                 | Occupation may ir or homemaker, if i                          |                                     | Employer's address  | impingment, pr<br>bone left interio           |                           |               |  |                                       |                                       |                 |
|                 |   |                                     | How long employed t   | Flight Attendant-<br>there? 22 <u>years l</u> |                           |               | s<br>ed 10/26/2018                       |                                       |                                       |                 |
| Part            | 2: Give Det   | ails About Mon                      | thly income   |   |                           |               |  |                                       | · · · · · · · · · · · · · · · · · · · | ····            |
|                 | nate monthly inco<br>se unless you are s                      |                                     | te you file this form. If   | you have nothing to                           | report for a              | any i         | ine, write \$0 in the                    | space. In                             | iclude your noi                       | n-filing        |
|                 | or your non-filing s<br>space, attach a se                    |                                     | re than one employer, co<br>his form.   | ombine the informati                          | on for all e              | mplo          | oyers for that perso                     | n on the I                            | ines below. If y                      | you need        |
|                 |   |                                     |   |   |                           |               | For Debtor 1                             |                                       | ebtor 2 or<br>ling spouse             |                 |
|                 |   |                                     | y, and commissions (balculate what the month  |   | 2.                        | \$            | 0.00                                     | \$                                    | N/A                                   |                 |
| 3.              | Estimate and list   | monthly overting                    | me pay.   |   | 3.                        | +\$           | 0.00                                     | +\$                                   | N/A                                   |                 |
| 4.              | Calculate gross i   | ncome. Add line                     | e 2 + line 3.   |   | 4.                        | \$            | 0.00                                     | \$                                    | N/A                                   |                 |

Official Form 106I Schedule I: Your Income page 1

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| Deb | otor 1        | Jamie Lynn Gallian  | _    |          | Case number (ii | known) |                     |                     | ····        |             |
|-----|---------------|---|------|----------|-----------------|--------|---------------------|---------------------|-------------|-------------|
|     | Cor           | by line 4 here  | 4    |          | For Debtor      | 0.00   |                     | Debtor<br>-filing s |             | -           |
| _   | -             |   | 7    | •        | Ψ               | 0.00   | Ψ                   |                     | NIA         | <u> </u>    |
| 5.  |               | all payroll deductions:   | _    |          | •               |        | •                   |                     |             |             |
|     | 5a.<br>5b.    | Tax, Medicare, and Social Security deductions  Mandatory contributions for retirement plans   |      | a.<br>b. | \$              | 0.00   | * <mark>\$</mark> — |                     | N/A<br>N/A  |             |
|     | 5c.           | Voluntary contributions for retirement plans  | 5    |          | \$              | 0.00   | * <b>\$</b>         |                     | N/A         |             |
|     | 5d.           | Required repayments of retirement fund loans  |      | d.       | š               | 0.00   | * <u>*</u> -        | -                   | N/A         | _           |
|     | 5e.           | Insurance   |      | e.       | \$              | 0.00   | \$                  |                     | N/A         |             |
|     | 5f.           | Domestic support obligations  | 51   | f.       | \$              | 0.00   | \$                  |                     | N/A         | <u> </u>    |
|     | 5g.           | Union dues  | 5    | _        | \$              | 0.00   | \$                  |                     | N/A         |             |
|     | 5h.           | Other deductions. Specify:  | _ 51 | h.+      | \$              | 0.00   | + \$                |                     | N/A         | <u>_</u>    |
| 6.  | Add           | the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.  | 6.   | •        | \$              | 0.00   | \$                  |                     | N/A         | <u> </u>    |
| 7.  | Cal           | culate total monthly take-home pay. Subtract line 6 from line 4.  | 7.   | •        | \$              | 0.00   | \$                  |                     | N/A         | <u>.</u>    |
| 8.  | List<br>8a.   | all other income regularly received:  Net income from rental property and from operating a business, profession, or farm  Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income. | 88   | 2        | \$ 1.00         | 00.00  | \$                  |                     | N/A         |             |
|     | 8b.           | Interest and dividends  | 81   |          | \$ 1,00         | 0.00   | <u>\$</u> —         | · · ·               | N/A         |             |
|     | 8c.           | Family support payments that you, a non-filing spouse, or a dependent regularly receive include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.  | 80   |          | \$              | 0.00   | \$                  |                     | N/A         | <del></del> |
|     | 8d.           | Unemployment compensation   | 80   | d.       | \$              | 0.00   | \$                  |                     | N/A         | _           |
|     | 8e.           | Social Security   | 86   | е.       | \$              | 0.00   | \$                  |                     | N/A         | _           |
|     | 8f.           | Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies.  Specify:         | 8f   | f.       | \$              | 0.00   | \$                  |                     | N/A         | _           |
|     | 8g.           | Pension or retirement income  | 8ç   | _        | \$              | 0.00   | \$                  |                     | N/A         | -           |
|     | 8h.           | Other monthly income. Specify:  | 8t   | Դ.+      | \$              | 0.00   | + \$                |                     | N/A         | <del></del> |
| 9.  | Add           | all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.  | 9.   |          | \$1,00          | 00.00  | \$                  |                     | N/A         | 4           |
| 10. | Calc          | culate monthly income. Add line 7 + line 9.   | 10.  | \$       | 1,000.00        | + \$   |                     | N/A                 | = \$        | 1,000.00    |
|     | Add           | the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.  |      | -        |                 |        |                     |                     |             |             |
| 11. | Inclu<br>othe | e all other regular contributions to the expenses that you list in Schedule de contributions from an unmarried partner, members of your household, your r friends or relatives. Not include any amounts already included in lines 2-10 or amounts that are not a cify:          | depe |          | -               |        |                     | chedule<br>11.      | e J.<br>+\$ | 0.00        |
| 12. |               | the amount in the last column of line 10 to the amount in line 11. The rese that amount on the Summary of Schedules and Statistical Summary of Certaines  |      |          |                 |        |                     | 12.                 | \$          |             |
| 13. | Dov           | rou expect an increase or decrease within the year after you file this form   | ?    |          |                 |        |                     |                     | monthi      | y income    |
| ,   | <b>—</b>      | No.   | -    |          |                 |        |                     |                     |             |             |
|     |               | Yes. Explain:   |      |          |                 |        |                     |                     | -           |             |

Official Form 106l Schedule I: Your Income page 2

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| Fill               | in this information to identify your case:  |   |           |           |                    |                               |
|--------------------|---|---|-----------|-----------|--------------------|-------------------------------|
| Deb                | otor 1 Jamie Lynn Gallian   |   | Ci        | neck if   | this is:           |                               |
| i                  | otor 2  |   |           | As        |                    | ing postpetition chapter      |
| (Spo               | ouse, if filing)  |   |           | 13        | expenses as of t   | ne following date:            |
| Unit               | ted States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFO   | PRNIA                                   |           | MM        | I/DD/YYYY          |                               |
| 1                  | se number<br>.nown)   |   |           |           |                    |                               |
| O                  | fficial Form 106J   |   |           |           |                    |                               |
| S                  | chedule J: Your Expenses  |   |           |           |                    | 12/15                         |
| Be<br>info<br>nur  | as complete and accurate as possible. If two married people ar<br>ormation. If more space is needed, attach another sheet to this<br>mber (if known). Answer every question.  |   |           |           |                    |                               |
| Par<br>1.          | t 1: Describe Your Household Is this a joint case?  | ,,                                      |           |           |                    |                               |
|                    | ■ No. Go to line 2.  ☐ Yes. Does Debtor 2 live in a separate household?   |   |           |           |                    |                               |
|                    | ☐ No<br>☐ Yes. Debtor 2 must file Official Form 106J-2, <i>Expenses</i>   | for Separate House                      | hold of D | ebtor 2   | 2.                 |                               |
| 2.                 | Do you have dependents?   |   |           |           |                    |                               |
|                    | Do not list Debtor 1 and Debtor 2. Fill out this information for each dependent   | Dependent's relation Debtor 1 or Debtor |           |           | Dependent's<br>age | Does dependent live with you? |
|                    | Do not state the dependents names.  |   |           | SERVICE S |                    | □ No<br>□ Yes                 |
|                    |   |   |           |           |                    | □No                           |
|                    |   |   |           |           |                    | ☐ Yes                         |
|                    |   |   |           |           |                    | □ No<br>□ Yes                 |
|                    |   | 4                                       |           |           | ,                  | □ No                          |
|                    |   |   |           |           |                    | ☐ Yes                         |
| 3.                 | Do your expenses include expenses of people other than yourself and your dependents?   ■ No □ Yes   |   |           |           |                    |                               |
| exp<br>app<br>incl | Estimate Your Ongoing Monthly Expenses imate your expenses as of your bankruptcy filing date unless your says as of a date after the bankruptcy is filed. If this is a suppolicable date.  Induce expenses paid for with non-cash government assistance if yalue of such assistance and have included it on Schedule I: Y | lemental <i>Schedule</i><br>you know    |           |           | ox at the top of   | the form and fill in the      |
| (Off               | ficial Form 106l.)  |   |           |           | Your expe          | 1908                          |
| 4.                 | The rental or home ownership expenses for your residence. In payments and any rent for the ground or lot.   | nclude first mortgage                   | 4.        | \$        |                    | 0.00                          |
|                    | If not included in line 4:  |   |           |           |                    |                               |
|                    | 4a. Real estate taxes   |   | 4a.       | \$        |                    | 100.00                        |
|                    | 4b. Property, homeowner's, or renter's insurance  |   | 4b.       | :         |                    | 100.00                        |
|                    | 4c. Home maintenance, repair, and upkeep expenses   |   |           | \$        |                    | 100.00                        |
| 5.                 | <ol> <li>Homeowner's association or condominium dues</li> <li>Additional mortgage payments for your residence, such as hor</li> </ol>   | me equity loans                         | 4d.<br>5. |           |                    | 0.00<br>100.00                |

| . Utilities: 6a. Electricity, heat, natural gas 6b. Water, sewer, garbage collection 6c. Telephone, cell phone, Internet, satellite, and cable services 6d. Other. Specify:= Space #376 Rent  Food and housekeeping supplies  Childcare and children's education costs  Clothing, laundry, and dry cleaning  Personal care products and services  Medical and dental expenses  Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.  Entertainment, clubs, recreation, newspapers, magazines, and books  Charitable contributions and religious donations   | 6a.<br>6b.<br>6c.<br>6d.<br>7.<br>8.<br>9.<br>10. |  | 200.00<br>60.00<br>160.00<br>1,086.00<br>500.00 |
|--|---|--|---|
| <ul> <li>6a. Electricity, heat, natural gas</li> <li>6b. Water, sewer, garbage collection</li> <li>6c. Telephone, cell phone, Internet, satellite, and cable services</li> <li>6d. Other. Specify:= Space #376 Rent</li> <li>Food and housekeeping supplies</li> <li>Childcare and children's education costs</li> <li>Clothing, laundry, and dry cleaning</li> <li>Personal care products and services</li> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ul>   | 6b.<br>6c.<br>6d.<br>7.<br>8.<br>9.               | \$                                       | 60.00<br>160.00<br>1,086.00                     |
| 6b. Water, sewer, garbage collection 6c. Telephone, cell phone, Internet, satellite, and cable services 6d. Other. Specify:= Space #376 Rent Food and housekeeping supplies Childcare and children's education costs Clothing, laundry, and dry cleaning Personal care products and services Medical and dental expenses Transportation. Include gas, maintenance, bus or train fare. Do not include car payments. Entertainment, clubs, recreation, newspapers, magazines, and books Charitable contributions and religious donations   | 6b.<br>6c.<br>6d.<br>7.<br>8.<br>9.               | \$                                       | 60.00<br>160.00<br>1,086.00                     |
| 6c. Telephone, cell phone, Internet, satellite, and cable services 6d. Other. Specify:= Space #376 Rent  Food and housekeeping supplies  Childcare and children's education costs  Clothing, laundry, and dry cleaning  Personal care products and services  Medical and dental expenses  Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.  Entertainment, clubs, recreation, newspapers, magazines, and books  Charitable contributions and religious donations  | 6c.<br>6d.<br>7.<br>8.<br>9.                      | \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | 160.00<br>1,086.00                              |
| 6d. Other. Specify:= Space #376 Rent  Food and housekeeping supplies Childcare and children's education costs Clothing, laundry, and dry cleaning Personal care products and services Medical and dental expenses Transportation. Include gas, maintenance, bus or train fare. Do not include car payments. Entertainment, clubs, recreation, newspapers, magazines, and books Charitable contributions and religious donations  | - 6d.<br>7.<br>8.<br>9.<br>10.                    | \$<br>\$<br>\$<br>\$                     | 1,086.00  |
| <ul> <li>Food and housekeeping supplies</li> <li>Childcare and children's education costs</li> <li>Clothing, laundry, and dry cleaning</li> <li>Personal care products and services</li> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ul>   | 7.<br>8.<br>9.<br>10.                             | \$<br>\$<br>\$                           |   |
| <ul> <li>Childcare and children's education costs</li> <li>Clothing, laundry, and dry cleaning</li> <li>Personal care products and services</li> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ul>   | 8.<br>9.<br>10.                                   | \$ \$                                    | JUU.UU  |
| <ul> <li>Clothing, laundry, and dry cleaning</li> <li>Personal care products and services</li> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ul>   | 9.<br>10.   | \$                                       | 0.00  |
| <ol> <li>Personal care products and services</li> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare.         Do not include car payments.     </li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ol>   | 10.   | ·  | 0.00  |
| <ol> <li>Medical and dental expenses</li> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ol>   |   |  | <del></del>                                     |
| <ol> <li>Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.</li> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ol>  | 11.   |  | 30.00   |
| Do not include car payments.  Entertainment, clubs, recreation, newspapers, magazines, and books  Charitable contributions and religious donations   |   | \$                                       | 125.00  |
| <ol> <li>Entertainment, clubs, recreation, newspapers, magazines, and books</li> <li>Charitable contributions and religious donations</li> </ol>   | 12.   | \$                                       | 100.00  |
| 4. Charitable contributions and religious donations  | 13.   | \$                                       |   |
| <u> </u>   | 14.   |  | 0.00  |
|  | 14.   | \$                                       | 0.00  |
| 5. Insurance.  |   |  |   |
| Do not include insurance deducted from your pay or included in lines 4 or 20.  15a. Life insurance   | 15a.  | \$                                       | 0.00  |
| 15b. Health insurance  | 15a.<br>15b.                                      | ·  | 0.00  |
|  | 15b.  | \$                                       |   |
| 15c. Vehicle insurance   |   | ·  | 175.00  |
| 15d. Other insurance. Specify:   | 15d.  | <b>&gt;</b>                              | 0.00  |
| 6. <b>Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20.   | 40  | •  | 0.00  |
| Specify:   | 16.   | <b>&gt;</b>                              | 0.00  |
| 7. Installment or lease payments:  | 170   | ¢  | 240.00  |
| 17a. Car payments for Vehicle 1  | 17a.  |  | 240.00  |
| 17b. Car payments for Vehicle 2  | 17b.  | \$                                       | 0.00  |
| 17c. Other. Specify:   | 17c.  | \$                                       | 0.00  |
| 17d. Other. Specify:   | 17d.  | \$                                       | 0.00  |
| B. Your payments of alimony, maintenance, and support that you did not report as   | 18.   | \$                                       | 0.00  |
| deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).  | 10.   |  |   |
| Other payments you make to support others who do not live with you.  | 40  | \$                                       | 0.00  |
| Specify:   | 19.   | <b>!</b>                                 |   |
| O. Other real property expenses not included in lines 4 or 5 of this form or on Schedu   |   |  | 0.00  |
| 20a. Mortgages on other property   | 20a.  |  | 0.00  |
| 20b. Real estate taxes   | 20b.  |  | 0.00  |
| 20c. Property, homeowner's, or renter's insurance  | 20c.  |  | 0.00  |
| 20d. Maintenance, repair, and upkeep expenses  | 20d.  |  | 0.00  |
| 20e. Homeowner's association or condominium dues   | 20e.  | \$                                       | 0.00  |
| 1. Other: Specify:   | 21.   | +\$                                      | 0.00  |
|  |   | ·  |   |
| 2. Calculate your monthly expenses   |   | œ  | 0.070.00  |
| 22a. Add lines 4 through 21.   |   | \$                                       | 2,676.00  |
| 22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2=  |   | \$                                       |   |
| 22c. Add line 22a and 22b. The result is your monthly expenses.  |   | \$                                       | 2.676.00  |
| Calculate very manifely not in some  |   |  |   |
| 3. Calculate your monthly net income.  | 23a.  | ¢  | 4 000 00  |
| 23a.= Copy line 12 (your combined monthly income) from Schedule I.   |   | ·  | 1,000.00  |
| 23b.= Copy your monthly expenses from line 22c above.  | 23b.  | -Φ                                       | 2,676.00  |
| 23c Subtract your monthly expenses from your monthly income  |   |  |   |
| 23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.   | 23c.  | \$                                       | -1,676.00                                       |
| me result is your <i>monuny net involve</i> .  |   | <u> </u>                                 |   |
| l. Do you expect an increase or decrease in your expenses within the year after you  | file this   | form?                                    |   |
| For example, do you expect to finish paying for your car loan within the year or do you expect your management and the year or do you expect your management and the year or do you expect your management and you expect and your expect your management and your expect your management and your expect and your expect your management and your expect |   |  | or decrease because of a                        |
| modification to the terms of your mortgage?  |   | -  |   |
| ■ No.  |   |  |   |
| Yes. Explain here:   |   |  |   |

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| Fill in this info              | mation to identify your      |   |                              |  |                                    |
|--------------------------------|------------------------------|---|------------------------------|--|------------------------------------|
|                                | rmation to identify your     |   |                              |  |                                    |
| Debtor 1                       | Jamie Lynn Gallia First Name | an<br>Middle Name                                 | Last Name                    |  |                                    |
| Debtor 2                       |                              |   |                              |  |                                    |
| (Spouse if, filing)            | First Name                   | Middle Name                                       | Last Name                    |  |                                    |
| United States B                | ankruptcy Court for the:     | CENTRAL DISTRICT O                                | F CALIFORNIA                 |  |                                    |
| Case number                    |                              |   |                              |  |                                    |
| (if known)                     |                              |   |                              | <b>—</b>   | k if this is an<br>ded filing      |
| Official For<br><b>Declara</b> |                              | n Individual                                      | Debtor's Sch                 | nedules  | 12/15                              |
| If two married p               | eople are filing together    | r. both are equally respon                        | nsible for supplying corre   | ect information.   |                                    |
| •                              |                              |   |                              |  | _                                  |
| You must file th               | is form whenever you fi      | ie bankruptcy schedules<br>connection with a bank | or amended schedules. It     | Making a false statement, concealing<br>fines up to \$250,000, or imprisonme | g property, or<br>ent for up to 20 |
|                                | 18 U.S.C. §§ 152, 1341, 1    |   | apicy once on reconstruction | ,  | 2ap 10 21                          |
|                                |                              |   |                              |  |                                    |
| Sig                            | gn Below                     |   |                              |  |                                    |
| Did you pa                     | ay or agree to pay some      | one who is NOT an attorn                          | ney to help you fill out ba  | nkruptcy forms?  |                                    |
| ■ No                           |                              |   |                              |  |                                    |
| ☐ Yes.                         | Name of person               |   |                              | Attach Bankruptcy Petition Pr  | reparer's Notice,                  |
|                                |                              |   |                              | Declaration, and Signature (C  |                                    |
|                                |                              |   |                              |  |                                    |
| Under pena                     | alty of perjury, I declare   | that I have read the sumr                         | mary and schedules filed     | with this declaration and  |                                    |
|                                | re true and correct.         | There   | •                            |  |                                    |
| x(                             | July Il                      | Ellin   | X                            |  |                                    |
|                                | Lynn Gallian                 |   | Signature of D               | ebtor 2  |                                    |
| Signatu                        | ye of Debtor 1               |   |                              |  |                                    |
| Date *                         | 7/9/2                        | 7021  | Date                         |  |                                    |
|                                | -,,,                         |   |                              |  |                                    |
|                                |                              |   |                              |  |                                    |
|                                |                              |   |                              |  |                                    |

Official Form 106Dec

**Declaration About an Individual Debtor's Schedules** 

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Best Case Bankruptcy

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| Fil        | l in th        | is informa                           | ation to identify you                                  | r case:   |  |  |   |
|------------|----------------|--------------------------------------|--|---|--|--|---|
| De         | btor 1         |                                      | Jamie Lynn Gall  |   |  |  |   |
| De         | btor 2         |                                      | First Name   | Middle Name   | Last Name  |  |   |
| 1 .        | ouse if,       |                                      | First Name   | Middle Name   | Last Name  |  |   |
| Un         | ited S         | tates Banl                           | cruptcy Court for the:                                 | CENTRAL DISTRICT OF   | CALIFORNIA   |  |   |
| 1          | se nu<br>nown) | mber                                 |  |   |  |  | Check if this is an<br>mended filing                  |
| Of         | ffici          | al For                               | m 107  |   |  |  |   |
| St         | ate            | ment (                               | of Financial   | Affairs for Individ   | duals Filing for B                                       | ankruptcy  | 4/19  |
| info       | rmati          | ion. If mo                           |  | attach a separate sheet to  |  | equally responsible for sup<br>additional pages, write you     |   |
| Pa         | rt 1:          | Give De                              | tails About Your Ma                                    | rital Status and Where You  | Lived Before   | n barkalı firmini - 18   |   |
| 1.         | Wha            | at is your                           | current marital statu                                  | s?  |  |  |   |
|            |                | Married                              |  |   |  |  |   |
|            |                | Not marri                            | ed   |   |  |  |   |
| 2.         | Duri           | ng the las                           | st 3 years, have you                                   | lived anywhere other than   | where you live now?                                      |  |   |
|            |                | No                                   |  |   |  |  |   |
|            |                | Yes. List                            | all of the places you li                               | ved in the last 3 years. Do no  | ot include where you live now                            | •  |   |
|            | Deb            | otor 1 Pric                          | r Address:   | Dates Debtor 1 lived there  | Debtor 2 Prior Ad  | dress:   | Dates Debtor 2 lived there                            |
| 3.<br>stat | With<br>es and | i <b>in the las</b><br>d territories | <b>t 8 years, did you e</b> v<br>s include Arizona, Ca | rer live with a spouse or leg<br>lifornia, Idaho, Louisiana, Nev                              | al equivalent in a commun<br>vada, New Mexico, Puerto Ri | ity property state or territory<br>co, Texas, Washington and W | <b>/?</b> (Community property<br>/isconsin.)          |
|            |                | No                                   |  |   |  |  |   |
|            |                | Yes. Mak                             | e sure you fill out Sch                                | edule H: Your Codebtors (Of   | ficial Form 106H).                                       |  |   |
| Pa         | rt 2           | Explain                              | the Sources of You                                     | r Income  | · . · · · · · · · · · · · · · · · · · ·                  |  |   |
| 4.         | Fill in        | n the total                          | amount of income you                                   | nployment or from operating<br>u received from all jobs and a<br>have income that you receive | ill businesses, including part-                          |  | ndar years?   |
|            |                | No                                   |  |   |  |  |   |
|            |                | Yes. Fill in                         | n the details.   |   |  |  |   |
|            |                |                                      |  | Debtor 1  |  | Debtor 2   |   |
|            |                |                                      |  | Sources of income<br>Check all that apply.  | Gross income<br>(before deductions and<br>exclusions)    | Sources of income<br>Check all that apply.                     | Gross income<br>(before deductions<br>and exclusions) |
|            |                | calendar y<br>/ 1 to Dec             | /ear:<br>ember 31, 2020 )                              | Wages, commissions, bonuses, tips   | \$1,408.00   | ☐ Wages, commissions, bonuses, tips                            |   |
|            |                |                                      |  | ☐ Operating a business  |  | ☐ Operating a business   |   |

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 1

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| Debtor 1 Jamie Lynn Gallian  |  | Cas   | e number (if known)                        |   |
|--|--|---|--|---|
|  |  |   |  |   |
|  | Debtor 1   | <b>0</b>  | Debtor 2                                   | 0   |
|  | Sources of income<br>Check all that apply.                       | Gross Income<br>(before deductions and<br>exclusions)                 | Sources of income<br>Check all that apply. | Gross income<br>(before deductions<br>and exclusions) |
| For the calendar year before that:<br>(January 1 to December 31, 2019)   | ■ Wages, commissions, bonuses, tips                              | \$3,375.00  | ☐ Wages, commissions, bonuses, tips        |   |
|  | ☐ Operating a business   |   | Operating a business                       |   |
| 5. Did you receive any other income Include income regardless of whether and other public benefit payments; purinnings. If you are filing a joint case | er that income is taxable. Exa<br>pensions; rental income; inter | amples of o <i>ther income</i> are a<br>rest; dividends; money collec | ted from lawsuits; royalties;              | Security, unemployment, and gambling and lottery      |
| List each source and the gross incor   | me from each source separat                                      | tely. Do not include income th  | nat you listed in line 4.                  |   |
| □ No   |  |   |  |   |
| Yes. Fill in the details.  |  |   |  |   |
|  | Debtor 1   |   | Debtor 2                                   |   |
|  | Sources of income Describe below.                                | Gross income from each source (before deductions and exclusions)      | Sources of income<br>Describe below.       | Gross income<br>(before deductions<br>and exclusions) |
| From January 1 of current year until the date you filed for bankruptcy:  | Unemployment   | \$0.00  |  |   |
| For last calendar year:<br>(January 1 to December 31, 2020)  | Unemployment   | \$21,227.00   |  |   |
|  | Retirement   | \$31,922.58   |  |   |
| Part 3: List Certain Payments You  | Made Refore You Filed for I                                      | Bankruptev  |  |   |
| 6. Are either Debtor 1's or Debtor 2's   | debts primarily consumer   | debts?<br>Imer debts. Consumer debts                                  | are defined in 11 U.S.C. §                 | 101(8) as "incurred by an                             |
| During the 90 days befor   | e you filed for bankruptcy, die                                  | d you pay any creditor a total  | of \$6,825* or more?                       |   |
| ☐ No. Go to line 7.  |  |   |  |   |
| paid that cre<br>not include p   | ditor. Do not include paymen<br>ayments to an attorney for the   |   | ations, such as child suppor               | t and alimony. Also, do                               |
| _  |  | s after that for cases filed on                                       | or after the date of adjustme              | nt.   |
| Yes. <b>Debtor 1 or Debtor 2 or</b> During the 90 days before  | •  | <b>mer debts.</b><br>I you pay any creditor a total                   | of \$600 or more?                          |   |
| ■ No. Go to line 7.  |  |   |  |   |
| include payn   |  | d a total of \$600 or more and<br>oligations, such as child supp      |  |   |
| Creditor's Name and Address  | Dates of payme   | nt Total amount<br>paid   | Amount you Was this still owe              | s payment for   |

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Case number (if known)

| ebtor 1 Jamie Lynn Gallian   |  | Cas   | e number (if known)   | ·   |
|--|--|---|---|---|
| Within 1 year before you filed for bank<br>Insiders include your relatives; any gener<br>of which you are an officer, director, perso<br>a business you operate as a sole propriet<br>alimony.   | al partners; relatives of any ge<br>on in control, or owner of 20% | neral partners; partne<br>or more of their voting   | rships of which you securities; and a   | ou are a general partner; corporation<br>ny managing agent, including one f                               |
| ■ No   |  |   |   |   |
| ☐ Yes. List all payments to an insider.  Insider's Name and Address  | Dates of payment   | Total amount paid   | Amount you still owe  | Reason for this payment   |
| Within 1 year before you filed for bank insider? Include payments on debts guaranteed or   |  | yments or transfer a  | ny property on a  | ccount of a debt that benefited a   |
| ■ No □ Yes. List all payments to an insider  |  |   |   |   |
| Insider's Name and Address   | Dates of payment   | Total amount paid   | Amount you still owe  | Reason for this payment Include creditor's name   |
| Within 1 year before you filed for bank  |  |   |   | etions support or custody   |
| List all such matters, including personal ir modifications, and contract disputes.   |  |   |   | ctions, support or custody  |
| List all such matters, including personal in modifications, and contract disputes.  No Yes. Fill in the details.  Case title   |  |   |   | ctions, support or custody  Status of the case  |
| List all such matters, including personal in modifications, and contract disputes.  No Yes. Fill in the details.   | njury čases, small claims action                                   | s, divorces, collection   | n suits, patemity a Superior nter West  |   |
| List all such matters, including personal in modifications, and contract disputes.  No Yes. Fill in the details.  Case title Case number Filed 1/2/2019 Houser Bros Co v Jamie Gallian   | Nature of the case Unlawful Detainer Civil                         | Court or agency Orange County Court 700 W Civic Ce  | Superior nter West 92701 Superior   | Status of the case  Pending On appeal   |
| List all such matters, including personal in modifications, and contract disputes.  No Yes. Fill in the details.  Case title Case number Filed 1/2/2019 Houser Bros Co v Jamie Gallian 30-2019-01041423-CI-UD-CJC  Filed 11/8/2020 Randall L Nickell v. The Huntington Beach Gabels HOA, etal 30-2020-01163055-CU-OR-CJC  Filed 4/11/2017 Huntington Beach Gables Homeowners Association vs. Sandra Bradley et al. | Nature of the case Unlawful Detainer Civil                         | Court or agency Orange County Court 700 W Civic Ce Santa Ana, CA Orange County Court 700 Civic Cente                | Superior nter West 92701 Superior er Drive West 92701 Superior  | Status of the case  Pending On appeal Concluded  Pending On appeal  |
| List all such matters, including personal in modifications, and contract disputes.  No Yes. Fill in the details.  Case title Case number Filed 1/2/2019 Houser Bros Co v Jamie Gallian 30-2019-01041423-CI-UD-CJC  Filed 11/8/2020 Randall L Nickell v. The Huntington Beach Gables HOA, etal 30-2020-01163055-CU-OR-CJC  Filed 4/11/2017 Huntington Beach Gables Homeowners Association vs.                       | Nature of the case Unlawful Detainer  Civil                        | Court or agency Orange County Court 700 W Civic Cel Santa Ana, CA Orange County Court 700 Civic Cente Santa Ana, CA | Superior nter West 92701 Superior or Drive West 92701 Superior or Drive West 92701 Superior or Drive West 92701 | Status of the case  Pending On appeal Concluded  Pending On appeal Concluded  Pending On appeal Concluded |

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| De   | btor 1 Jamie Lynn Gallian   | Case numbe   | Γ (if known)                            |                           |
|------|---|--|---|---------------------------|
|      |   |  |   |                           |
| 10.  | Check all that apply and fill in the details be<br>A WRIT dated 11/1  | ptcy, was any of your property repossessed, foreclose<br>low.<br>9/18, in the name of LISA T. RYAN, Case No. 30-2018-0<br>Co GP on 3/4/2019, against the bona fide purchase of | )1013582 was UNLA                       | WFULLY executed by Park   |
|      | Yes. Fill in the information below. • Po  | essession returned to bona fide buyer by Judicial Offic  | er Judge Carmen L                       | uege. on 3/6/19, OCJC.    |
|      | Creditor Name and Address   |  | te 3/6/2019                             | Value of the property     |
|      | Houser Bros Co GP<br>dba RDRMHE   | Resident Gallian was rem<br>Explain what happened Park Manager changed Lo  |   | e by force on 3/4/19,     |
| 11.  | Within 90 days before you filed for bankr accounts or refuse to make a payment be ■ No □ Yes. Fill in the details.                    | uptcy, did any creditor, including a bank or financial in<br>ecause you owed a debt?   | stitution, set off an                   | y amounts from your       |
|      | Creditor Name and Address   | Describe the action the creditor took  | Date action was                         | Amount                    |
|      | Creditor Name and Address   | Describe the action the creditor took  | taken                                   | Amount                    |
| 12.  | Within 1 year before you filed for bankrup court-appointed receiver, a custodian, or ■ No ■ Yes                                       | otcy, was any of your property in the possession of an another official?   | assignee for the be                     | enefit of creditors, a    |
| Pai  | t 5: List Certain Gifts and Contributions   | 3  |   |                           |
| 13.  | Within 2 years before you filed for bankru  No  Yes. Fill in the details for each gift.   | uptcy, did you give any gifts with a total value of more   | than \$600 per perso                    | on?                       |
|      | Gifts with a total value of more than \$600 per person  | Describe the gifts   | Dates you gave the gifts                | Value                     |
|      | Person to Whom You Gave the Gift and Address:   |  |   |                           |
| 14.  | Within 2 years before you filed for bankru ■ No   | iptcy, did you give any gifts or contributions with a tot  | al value of more tha                    | n \$600 to any charity?   |
|      | Yes. Fill in the details for each gift or co  |  |   |                           |
|      | Gifts or contributions to charities that to<br>more than \$600<br>Charity's Name<br>Address (Number, Street, City, State and ZIP Code | • • • • • • • • • • • • • • • • • • •  | Dates you<br>contributed                | Value                     |
| Par  | t 6: List Certain Losses  | ,  |   |                           |
|      | Within 1 year before you filed for bankrup or gambling?  Unemployment due to Co   | otcy or since you filed for bankruptcy, did you lose any<br>ovid 19 pandemic massive layoffs in airline industry an<br>nable to procure sustainable employment. Apply for C    | nd other industries;                    | California Governors      |
|      | how the loss occurred   | Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.                   | Date of your<br>loss                    | Value of property<br>lost |
| Par  | t 7: List Certain Payments or Transfers   |  |   |                           |
| 16.  | consulted about seeking bankruptcy or p   | otcy, did you or anyone else acting on your behalf pay<br>reparing a bankruptcy petition?<br>reparers, or credit counseling agencies for services require                      |   |                           |
|      | □ No  |  |   |                           |
|      | Yes. Fill in the details.   |  |   |                           |
|      | Person Who Was Paid<br>Address<br>Email or website address<br>Person Who Made the Payment, if Not Yo                                  | Description and value of any property transferred  | Date payment<br>or transfer was<br>made | Amount of<br>payment      |
| ~cc. |   | DU<br>amont of Einancial Affaire for Individuale Eiling for Rankruntov   | •                                       | nane A                    |

micial Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

page 4

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| Del  | otor 1                                  | Jamie Lynn Gallian  | 1   |   | c  | ase number (if kn                             | own)  |                         |                                       |
|------|---|---|---|---|--|---|---|-------------------------|---------------------------------------|
| Per  | son W                                   | /ho Was Paid; Address   | ; Email address   | Description an<br>transferred   | nd value of any prope  | ,   | payment<br>nsfer was made                   |                         | Amount of payment                     |
|      | Mich                                    | es H. Casello Esq.<br>nael Chulak, Esq. SBN<br>nael S. Devereux, Esq.   |   | ded) Client Trust Ad  | ccount for Atty Fees<br>ccount for Atty Fees<br>ccount for Atty Fees | 20  | 19-2020<br>18-2019<br>18-2019               | \$                      | 43,000.00<br>8,700.00<br>5,000.00     |
|      | Steve                                   | en A. Fink, Esq.  | SBN 93762   | Client Trust Ad   | ccount for Atty Fees   | 20  | 19-2020                                     | \$                      | 30,000.00                             |
|      | David                                   | d R. Flyer, Esq.  | SBN 10069   | Client Trust A  | ccount for Atty Fees   | 20  | 18-2019                                     | \$                      | 17,000.00                             |
|      | Raqu                                    | uel Flyer-Dashner Esq.  | SBN 282248  | Client Trust Ad   | count for Atty Fees  | 20  | 18  | \$                      | 5,000.00                              |
|      | Fran                                    | k A. Satalino, Esq.   | SBN 143444  | Client Trust Ad   | count for Atty Fees  | 20  | )18   | \$                      | 5,000.00                              |
| 17.  | promi<br>Do not                         | n 1 year before you file<br>ised to help you deal w<br>t include any payment or   | ith your creditor   | s or to make payme  | else acting on your<br>ints to your creditors                        | behalf pay or tra                             |   | TAL \$ 1<br>erty to any | •                                     |
|      | _                                       | es. Fill in the details.  |   |   |  |   |   |                         |                                       |
|      |   | on Who Was Paid   |   | Description an transferred  | d value of any prope   | OI  | ate payment<br>transfer was<br>ade          |                         | Amount of payment                     |
| 18.  | transf<br>Include<br>Include<br>Include | n 2 years before you file<br>ferred in the ordinary c<br>e both outright transfers<br>e gifts and transfers that<br>do<br>'es. Fill in the details.<br>on Who Received Transess | ourse of your bu<br>and transfers mad<br>you have already | siness or financial a   | affairs? as the granting of a se ent.  d value of                    | curity interest or  Describe any payments rec | mortgage on your property or eived or debts | r property).            |                                       |
|      | Porce                                   | on's relationship to you  |   |   |  | paid in excha                                 | nge   |                         |                                       |
|      | Rand<br>4476<br>Hunt                    | dall Nickell<br>5 Alderport Dr. Unit 5<br>tington Beach, CA 93<br>a fide purchaser for  | 53<br>2649  | Primary resid<br>Leasehold or<br>4476 Alderpo<br>Huntington B<br>APN 937-63-0 | n 10/31/2018<br>irt Drive #53,<br>seach, CA 92649                    | \$379,000                                     |   | 10/31/2                 | <b>:</b> 018                          |
| 19.  | benefi<br>■ N                           | n 10 years before you fi<br>iciary? (These are often<br>lo<br>'es. Fill in the details.   |   |   | any property to a se   | if-settled trust o                            | r similar device                            | of which y              | ou are a                              |
|      | Name                                    | e of trust  |   | Description and   | d value of the proper  | rty transferred                               |   | Date Tra<br>made        | ansfer was                            |
| Pari | 8:                                      | List of Certain Financia  | al Accounts, inst   | ruments, Safe Depo  | sit Boxes, and Stora   | ige Units                                     |   |                         |                                       |
|      | sold, r<br>Includ<br>house              | n 1 year before you filed<br>moved, or transferred?<br>le checking, savings, m<br>s, pension funds, coop  | noney market, or  | other financial acco  | ounts; certificates of   | -   |   |                         |                                       |
|      |   | · <del>-</del>  |   |   |  |   |   |                         |                                       |
|      |   | es. Fill in the details.  |   |   | <b>-</b>   |   |   |                         | -41-1                                 |
|      |   | e of Financial Institution<br>BSS (Number, Street, City, Sta  |   | Last 4 digits of<br>account number  | Type of account instrument   | or Date ac<br>closed<br>moved<br>transfe      | or  |                         | est balance<br>closing or<br>transfer |

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| De  | btor 1     | Jamie Lynn Gallian   |  | Case number (if known)   |                       |
|-----|------------|--|--|--|-----------------------|
|     |            |  |  |  |                       |
| 21. |            | ou now have, or did you have within 1 year<br>, or other valuables?  | before you filed for bankruptcy, ar  | ny safe deposit box or other deposit   | tory for securities,  |
|     |            | No   |  |  |                       |
|     |            | Yes. Fill in the details.  |  |  |                       |
|     |            | e of Financial Institution<br>ress (Number, Street, City, State and ZIP Code)  | Who else had access to it? Address (Number, Street, City, State and ZIP Code)        | Describe the contents  | Do you still have it? |
| 22. | Have       | you stored property in a storage unit or pla   | ace other than your home within 1  | year before you filed for bankruptc  | y?                    |
|     | <b>.</b>   | No   |  |  |                       |
|     |            | Yes. Fill in the details.  |  |  |                       |
|     |            | e of Storage Facility<br>ress (Number, Street, City, State and ZIP Code)   | Who else has or had access to it? Address (Number, Street, City, State and ZIP Code) | Describe the contents  | Do you still have it? |
| Par | rt 9:      | Identify Property You Hold or Control for S  | omeone Else  |  |                       |
| 23. |            | ou hold or control any property that someon<br>omeone.   | ne else owns? Include any propert  | ty you borrowed from, are storing fo   | or, or hold in trust  |
|     |            | No   |  |  |                       |
|     | □ <b>`</b> | Yes. Fill in the details.  |  |  |                       |
|     |            | er's Name<br>'ess (Number, Street, City, State and ZIP Code)   | Where is the property?<br>(Number, Street, City, State and ZIP<br>Code)              | Describe the property  | Valu                  |
| Par | t 10:      | Give Details About Environmental Information   | tion   | And the state of t |                       |
| For | the pu     | rpose of Part 10, the following definitions a  | ipply:   |  |                       |
|     | toxic      | conmental law means any federal, state, or le<br>substances, wastes, or material into the air<br>ations controlling the cleanup of these subs  | , land, soil, surface water, ground  |  |                       |
|     | Site n     | neans any location, facility, or property as one of the contract of the contra | defined under any environmental l  | aw, whether you now own, operate,  | or utilize it or used |
|     |            | rdous material means anything an environn<br>dous material, pollutant, contaminant, or si  |  | waste, hazardous substance, toxic  | substance,            |
| Rep | ort all    | notices, releases, and proceedings that you  | u know about, regardless of when   | they occurred.   |                       |
| 24. | Has a      | ny governmental unit notified you that you   | may be liable or potentially liable  | under or in violation of an environm   | ental law?            |
|     | <b>-</b> : | No   |  |  |                       |
|     |            | es. Fill in the details.   |  |  |                       |
|     |            | e of site<br>GSS (Number, Street, City, State and ZIP Code)  | Governmental unit Address (Number, Street, City, State and ZIP Code)                 | Environmental law, if you know it  | Date of notice        |
| 25. | Have       | you notified any governmental unit of any r  | release of hazardous material?   |  |                       |
|     |            | ło   |  |  |                       |
|     | _ '        | es. Fill in the details.   |  |  |                       |
|     |            | e of site<br>less (Number, Street, City, State and ZIP Code)   | Governmental unit Address (Number, Street, City, State and ZIP Code)                 | Environmental law, if you know it  | Date of notice        |
|     |            |  |  |  |                       |

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| De                  | btor 1         | Jamie Lynn Gallian   | and a second of the second of | Case number (if known)   |                    |
|---------------------|----------------|--|---|--|--------------------|
|                     |                |  |   |  |                    |
| 26.                 | Hav            | e you been a party in any judicial or ac   | dministrative proceeding under any envir  | onmental law? include settlements                              | s and orders.      |
|                     |                | No   |   |  |                    |
|                     |                | Yes. Fill in the details.  |   |  |                    |
|                     |                | se Title<br>se Number  | Court or agency Name Address (Number, Street, City, State and ZIP Code)   | Nature of the case   | Status of the case |
| Pal                 | rt 11·         | Give Details About Your Business o   | ,   |  |                    |
|                     |                |  |   |  |                    |
| 27.                 | With           | _  | ptcy, did you own a business or have any  |  | ny business?       |
|                     |                | _  | in a trade, profession, or other activity, o  | -  |                    |
|                     |                | -  | npany (LLC) or limited liability partnership  | p (LLP)  |                    |
|                     |                | ☐ A partner in a partnership   |   |  |                    |
|                     |                | ☐ An officer, director, or managing e  | -   |  |                    |
|                     |                | ☐ An owner of at least 5% of the voti  | ng or equity securities of a corporation  |  |                    |
|                     |                | No. None of the above applies. Go to   | Part 12.  |  |                    |
|                     |                | Yes. Check all that apply above and fi   | ill in the details below for each business.   |  |                    |
|                     |                | siness Name<br>Iress   | Describe the nature of the business   | Employer Identification numb<br>Do not include Social Security |                    |
|                     |                | nber, Street, City, State and ZIP Code)  | Name of accountant or bookkeeper  | Dates business existed   | ,                  |
|                     | J-S            | andcastle Co., LLC   | Residential Management  | EIN: 83-2453659  |                    |
|                     | 162            | 222 Monterey Lane #376   | •   | From-To 10/19/2018 - Pres                                      | ant                |
|                     | nu             | ntington Beach, CA 92649   |   | 100000000000000000000000000000000000000                        |                    |
|                     |                | ad, LLC  | Residential Management  | EIN:   |                    |
|                     |                | 222 Monterey Lane #376<br>ntington Beach, CA 92649                               |   | From-To 02/09/2018 - Pres                                      | ent                |
|                     |                |  |   |  |                    |
| 28.                 |                | in 2 years before you filed for bankrup<br>tutions, creditors, or other parties. | otcy, did you give a financial statement to   | anyone about your business? Inc                                | lude all financial |
|                     |                | No   |   |  |                    |
|                     | L              | Yes. Fill in the details below.  |   |  |                    |
|                     | Nar<br>Add     | ne<br>Iress  | Date Issued   |  |                    |
|                     | (Nun           | nber, Street, City, State and ZIP Code)  |   |  |                    |
| Par                 | t 12:          | Sign Below   |   |  |                    |
| are t               | true a<br>a ba | ind correct. I understand that making a  | inancial Affairs and any attachments, and a false statement, concealing property, o \$250,000, or imprisonment for up to 20 y   | r obtaining money or property by f                             |                    |
| Jar<br>Sig          | nie L<br>naty  | nn Gallian<br>of Debtor 1  | Signature of Debtor 2   |  |                    |
| Dat                 | ٠              | 7/9/2021   | Date  |  |                    |
| Did :<br>■ N<br>□ Y | lo             | ttach additional pages to Your Statem  | ent of Financial Affairs for Individuals Fi   | ling for Bankruptcy (Official Form                             | 107)?              |
| Did :               | •              | ay or agree to pay someone who is no   | ot an attorney to help you fill out bankrup   | otcy forms?  |                    |
| Offici              | al Fon         | n 107 Stater   | ment of Financial Affairs for Individuals Filing t  | for Bankruptcy   | page 7             |

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| Debtor 1  | Jamie Lynn Gall | ian Case number (if known)  |
|-----------|-----------------|---|
|           |                 |   |
| ☐ Yes. Na | me of Person    | . Attach the Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119). |

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| Debtor 1  Jamle Lynn Gallian Fen Name Mode Name Last Name United States Bankruptcy Court for the:  CENTRAL DISTRICT OF CALIFORNIA  Case number Gitwown)  United States Bankruptcy Court for the:  CENTRAL DISTRICT OF CALIFORNIA  Case number Gitwown)  If you are an Individual filling under chapter 7, you must fill out this form if:  Creditors have claims secured by your property, or  you have leased personal property and the lease has not expired.  You must file this form with the court within 30 days after you like your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form  If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).  Partial List Your Creditors Who Have Secured Claims  1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 1980), fill in the Information below.  Identify the creditor and the property that is collateral as pages 4376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange  Decar No. LBM1081 Title held by Debtor's single member LLC J-Sandcastie Co, LLC  Creditor's Japad, LLC  Training on Beach, CA 92649 orange County, APN 891-569-82 Decal No. LBM1081 Title held by Debtor's single member LLC  J-Sandcastie Co, LLC  Creditor's Japad, LLC  J-Sandcastie Co, LLC  Creditor's Japad, LLC  J-Sandcastie Co, LLC  Description of 16222 Monterey Ln. Space #376  Huntington Beach, CA 92649  To range County, APN 891-569-82  Decal No. LBM1081 Title held by Debtor's single member LLC  J-Sandcastie Co, LLC  Description of 16222 Monterey  | Fill in this infor  | mation to identify your case:  |   |   |
|--|---|--|---|---|
| Debtor 2   First Name  | Debtor 1  | Jamie Lynn Gallian   |   |   |
| United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA    Case number   (Introne)  |   |  | Last Name   |   |
| Case number (If Ansown)   Check if this is an amended filling    Official Form 108  Statement of Intention for Individuals Filing Under Chapter 7   12/15  If you are an individual filling under chapter 7, you must fill out this form if:    creditors have claims secured by your property, or     you have leased personal property and the lease has not expired.  You must fill this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form    If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).    Continuent  |   | First Name Middle Name   | Last Name   |   |
| Case number (If Ansown)   Check if this is an amended filling    Official Form 108  Statement of Intention for Individuals Filing Under Chapter 7   12/15  If you are an individual filling under chapter 7, you must fill out this form if:    creditors have claims secured by your property, or     you have leased personal property and the lease has not expired.  You must fill this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form    If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).    Continuent  | United States Ra  | enkruptcy Court for the: CENTRAL DISTR   | VICT OF CALIFORNIA  |   |
| Official Form 108  Statement of Intention for Individuals Filing Under Chapter 7  12/15  If you are an Individual filing under chapter 7, you must fill out this form if:  creditors have claims secured by your property, or  you have leased personal property and the lease has not expired. You must fill this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form  If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).    In For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 108D), fill in the information below. Identify the creditor and the property that is collateral furnil 2059, located on APN 178-011-16, Parcel Map Book 108, Pg. 47 & 48, County of Orange County, APN 891-569-62, Decal No. LBM1081 Title held by bettor's single member LLC    Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County, APN 891-569-62, Decal No. LBM1081 Title held by bettor's single member LLC   Surrender the property and refere into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into a Reaffirmation Agreement.   Retain the property and feeter into | Officed States De   | arkitupitoy Court for the.   | IN OF CALL CIVINA   |   |
| If you are an individual filling under chapter 7, you must fill out this form if:    creditors have claims secured by your property, or  |   |  |   |   |
| if you are an individual filing under chapter 7, you must fill out this form if:  creditors have claims secured by your property, or  you have leased personal property and the lease has not expired.  You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is sarlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form  If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).  Page 12 List Your Creditors Who Have Secured Claims  1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below. Identify the creditor and the property that is collateral clerified by continuous debt.  1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below. Identify the creditor and the property that is collateral secures a debt?  Creditor's Houser Bros. Co. dba Rancho Del name: Rey Mobile-home Estates Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Poperty.  Description of 16222 Monterey Ln. Space #376 securing debt: Huntington Beach, CA 92649  Orange County. APN 891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington  | Official Fo   | orm 108  |   |   |
| if you are an individual filing under chapter 7, you must fill out this form if:  creditors have claims secured by your property, or  you have leased personal property and the lease has not expired.  You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is sarlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form  If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.  Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).  Page 12 List Your Creditors Who Have Secured Claims  1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below. Identify the creditor and the property that is collateral clerified by continuous debt.  1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below. Identify the creditor and the property that is collateral secures a debt?  Creditor's Houser Bros. Co. dba Rancho Del name: Rey Mobile-home Estates Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Poperty.  Description of 16222 Monterey Ln. Space #376 securing debt: Huntington Beach, CA 92649  Orange County. APN 891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington Beach, CA 92649  Orange County. APN-891-569-62, Securing debt: Huntington  |   |  | riduals Filing Under Chapte   | r <b>7</b> 12/15  |
| 1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below. Identify the creditor and the property that is collateral what do you intend to do with the property that secures a debt?  Creditor's Houser Bros. Co. dba Rancho Del name: Rey Mobile-home Estates  Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Property Pr | you have lease You must file thi whiche on the  If two married pe sign ar  Be as complete a write you | e claims secured by your property, or sed personal property and the lease has not be property and the lease has not be seen is earlier, unless the court extends the form the second are filling together in a joint case, bound date the form.  and accurate as possible. If more space is our name and case number (if known). | ot expired.<br>you file your bankruptcy petition or by the date set<br>e time for cause. You must also send copies to the<br>th are equally responsible for supplying correct inf | creditors and lessors you list formation. Both debtors must |
| Information below. Identify the creditor and the property that is collateral  Creditor's Houser Bros. Co. dba Rancho Del name: Rey Mobile-home Estates  Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange  Property Description of securing debt:  Description of Jacaba County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC J-Sandcastle Co, LLC  Creditor's J-Pad, LLC name:  Description of Te222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Property Description of J-Pad, LLC name:  Description of Te222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt: Description of J-Pad, LLC name:  Debtor will retain collateral & continue  Nation of the property and enter into a Reaffirmation Agreement.  Retain the property and redeem it.  Re |   |  |   |   |
| Creditor's Houser Bros. Co. dba Rancho Del name: Rey Mobile-home Estates  Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Property Description of securing debt:  Description of J-6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC  Description of name:  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor will retain collateral & continue to make Monthly Ground Space Payments #376, located on APN 178-011-16  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649  Description of L6222 Monterey Ln. Space #376 Huntington Beach, CA 92649  Description  |   |  | : Creditors Who Have Claims Secured by Property   | (Official Form 106D), fill in the                           |
| name: Rey Mobile-home Estates  Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Property Description of securing debt: Decal No. LBM1081 Title held by Description of I 16222 Monterey Ln. Space #376 Punting to make Monthly Ground Space Payments #376, located on APN 178-011-16  Creditor's J-Pad, LLC name: Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Description of I 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, securing debt: Decal No. LBM1081 Title held by Debtor's single member LLC Description of Space Payments #376, located on APN 178-011-16  Description of Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, securing debt: Decal No. LBM1081 Title held by Debtor's single member LLC Debtor will retain collateral & continue Pyes Retain the property and enter into a Reaffirmation Agreement. Retain the property and [explain]:  | Identify the cr   | editor and the property that is collateral   |   | -   |
| Space #376, Unexpired Ground leasehold until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange Poscription of securing debt:    Description of securing debt:  | Creditor's H  | louser Bros. Co. dba Rancho Del  |   | ·   |
| until 2059, located on APN 178-011-16; Parcel Map Book 108, Pg. 47 & 48, County of Orange  property Description of securing debt:  In 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC  J-Sandcastle Co, LLC  Creditor's J-Pad, LLC name:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Securing debt:  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Description of 16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor will retain collateral & continue   |   | •  | П О   | Пы  |
| Map Book 108, Pg. 47 & 48, County of Orange property Description of securing debt: Descal No. LBM1081 Title held by Debtor's single member LLC  Creditor's IDESCRIPTION of Securing debt: Description of Securing Agreement.  Retain the property and [explain]:  Securing debt: Description of Securing Agreement.  Securing debt: Description of Securing Agreement.  Securing Agreement.  Retain the property and [explain]:  Securing Securing Agreement.  Securing Agreem | -   | •  | _   | LI NO   |
| property Description of securing debt:  16222 Monterey Ln. Space #376 Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC J-Sandcastle Co, LLC  Creditor's J-Pad, LLC name:  Description of property Securing debt:  Description of Property Securing debt:  Description of Description of Description of Property Securing debt:  Description of Description of Description of Securing debt:  Description of Securing debt:  Description of Description of Securing debt:  Surrender the property and redeem it.  Retain the property and redeem it.  Retain the property and securing debt description of Securing debt | •   | -  | Retain the property and enter into a  | Yes   |
| Creditor's J-Pad, LLC name:  Description of property Securing debt:  Creditor's J-Pad, LLC  Description of the property and redeem it.  Description of property Surrender the property and redeem it.  Retain the property and enter into a Reaffirmation Agreement.  Retain the property and [explain]:  Retain the property and [explain]:   | Description of  | Huntington Beach, CA 92649 Orange County. APN 891-569-62 Decal No. LBM1081 Title held by Debtor's single member LLC  | ■ Retain the property and [explain]:  Debtor will retain collateral & continue to m Monthly Ground Space Payments #376,   | ake   |
| Description of property and debt:  Description of property and debt:  Description of property and debt:  Description of property and description of property and description debt:  Description of debt:  Huntington Beach, CA 92649 are readily and redeem it.  Retain the property and enter into a readily are  | Creditor's J.   | -Pad, LLC  | По  |   |
| Description of property  Huntington Beach, CA 92649  Orange County. APN-891-569-62, securing debt:  Description of Huntington Beach, CA 92649  Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Debtor will retain collateral & continue   | name:   |  | _   | LJ NO   |
| Property Securing debt:  Huntington Beach, CA 92649 Orange County. APN-891-569-62, Decal No. LBM1081 Title held by Debtor's single member LLC  Reaffirmation Agreement.  Reaffirmation Agreement.  Reaffirmation Agreement.  Debtor will retain collateral & continue  | Description of  | 16222 Monterey Ln. Space #376  | ☐ Retain the property and enter into a  | Yes   |
| securing debt: Decal No. LBM1081 Title held by Debtor's single member LLC Debtor will retain collateral & continue   | property  | Huntington Beach, CA 92649   | _   |   |
| Debtor's single member LLC Debtor will retain collateral & continue  |   |  | Retain the property and [explain]:  |   |
|  | occurring dobt.   | Debtor's single member LLC   |   | -   |

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

page 1

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| Debtor 1 <b>Jam</b> i                        | e Lynn Gallian   | Case number (#known)   | · · · · · · · · · · · · · · · · · · · |
|--|--|--|---------------------------------------|
| Creditor's<br>name:                          | Kia Motors Finance   | ☐ Retain the property and redeem it.   | No                                    |
| Description of property securing debt:       | 2020 Kia Sportage<br>Location: 16222 Monterey Ln #376,<br>Huntington Beach CA 92649<br>(LEASE)   | Retain the property and enter into a Reaffirmation Agreement.  Retain the property and [explain]:  | ■ Yes                                 |
| Creditor's <b>O</b> name:                    | range County Tax Assessor  | ☐ Surrender the property. ☐ Retain the property and redeem it.   | □ No                                  |
| Description of<br>property<br>securing debt: | 16222 Monterey Ln #376<br>Huntington Beach, CA 92649<br>Orange County. APN 891-569-62<br>Decal No. LBM1081 Title held  | <ul> <li>□ Retain the property and enter into a Reaffirmation Agreement.</li> <li>■ Retain the property and [explain]:</li> </ul>  | ■ Yes                                 |
|  | by Debtor's single member LLC<br>J-Sandcastle Co, LLC  | Debtor will retain collateral & continue to make regular payments.   |                                       |
|  | ne Huntington Beach Gables<br>omeowners Association  | ☐ Surrender the property. ☐ Retain the property and redeem it.   | □ No                                  |
| Description of property securing debt:       | 16222 Monterey Ln #376<br>Huntington Beach, CA 92649<br>Orange County. APN 891-569-62<br>Decal No. LBM1081 Title held<br>by Debtor's single member LLC<br>J-Sandcastle Co, LLC | <ul> <li>□ Retain the property and enter into a Reaffirmation Agreement.</li> <li>■ Retain the property and [explain]:</li> <li>avoid lien using 11 U.S.C. § 522(f)</li> </ul> | ■ Yes                                 |
|  | ne Huntington Beach Gables<br>Iomeowners Association   | ☐ Surrender the property. ☐ Retain the property and redeem it. ☐ Retain the property and enter into a  | □ No                                  |
| Description of<br>property<br>securing debt: | 16222 Monterey Ln #376<br>Huntington Beach, CA 92649<br>Orange County. APN 891-569-62<br>Decal No. LBM1081 Title held  | Reaffirmation Agreement.  Retain the property and [explain]:   |                                       |
|  | by Debtor's single member LLC<br>J-Sandcastle Co, LLC  | avoid lien using 11 U.S.C. § 522(f)  |                                       |
|  | ne Huntington Beach Gables   | ☐ Surrender the property. ☐ Retain the property and redeem it.   | □ No                                  |
| Description of property securing debt:       | 16222 Monterey Ln #376<br>Huntington Beach, CA 92649<br>Orange County. APN 891-569-62  | <ul> <li>□ Retain the property and enter into a Reaffirmation Agreement.</li> <li>■ Retain the property and [explain]:</li> </ul>  | ■ Yes                                 |
|  | Decal No. LBM1081 Title held<br>by Debtor's single member LLC<br>J-Sandcastle Co, LLC  | avoid lien using 11 U.S.C. § 522(f)  |                                       |

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

page 2

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Best Case Bankruptcy

# Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES ExpansidPaFiled 12/09/24 Entered 06/01/22 09:54:17 Desc Main Document Page 52 of 60

| Debtor 1    | Jamie Lynn Ga                                 | llian  | Case number (if known)   |                              |
|-------------|---|--|--------------------------|------------------------------|
|             |   |  |                          |                              |
| Lessor's n  | name:<br>n of leased                          | Houser Bros Co, dba Rancho Del Rey Mobile Home Esta<br>Ground Leasehold until 2059, Space #376, located upon AP<br>2014 Skyline Villa - Manufactured Home installed on Space | N 178-011-01             | □ No                         |
| Property:   |   | July 2, 2014, LBM1081  | 376                      | X Yes                        |
| Lessor's n  | ame:<br>n of leased                           | BS Investor, LP  |                          | □ No                         |
| Property:   |   | Ground Leasehold until 2059, Space #376, located upon APN 2014 Skyline Villa - Manufactured Home installed on Space 3 July 2, 2014, LBM1081                                  |                          | ☑ Yes                        |
| Lessor's na |   | Kia Motors Finance   |                          | □ No                         |
| Property:   | n of leased                                   | 2020 Kia Sportage  |                          | ⊠ Yes                        |
| Lessor's na | ame:<br>n of leased                           |  |                          | □ No                         |
| Property:   |   |  |                          | ☐ Yes                        |
| Lessor's na | ame:<br>п of leased                           |  |                          | □ No                         |
| Property:   |   |  |                          | ☐ Yes                        |
| Lessor's na |   |  |                          | □ No                         |
| Property:   | ii oi icaseu                                  |  |                          | ☐ Yes                        |
| Lessor's na |   |  |                          | □ No                         |
| Property:   | 0. 100000                                     |  |                          | ☐ Yes                        |
| Part 3:     | Sign Below                                    |  |                          |                              |
|             |   |  | 4 2 4 - 4 - 4 - 4        |                              |
|             | alty of perjury, I de<br>lat is subject to an | clare that I have indicated my intention about any proper<br>unexpired lease.  | ty or my estate that sec | ures a dept and any personal |
| $x \subset$ | anu .   | Loller x   |                          |                              |
|             | ie Lydin Gallian<br>htyre of Debtor 1         | Signature of   | Debtor 2                 |                              |
| Date        | 7/4   | 9/2021 Date  |                          |                              |

| Fill in this information to identify your case:   | Check one box only as directed in this form and in Form   |
|---|---|
| Debtor 1 Jamie Lynn Gallian   | 122A-1Supp:   |
| Debtor 2 (Spouse, if filing)  | ■ 1. There is no presumption of abuse   |
| United States Bankruptcy Court for the: Central District of California  | ☐ 2. The calculation to determine if a presumption of abuse   |
| Officed States Dankinghoy Count for the.  | applies will be made under Chapter 7 Means Test   |
| Case number   | Calculation (Official Form 122A-2).   |
| (Indian)  | 3. The Means Test does not apply now because of<br>qualified military service but it could apply later.                                     |
|   | ☐ Check if this is an amended filing  |
| Official Form 122A - 1  |   |
| Chapter 7 Statement of Your Current Monthly   | Income 04/20  |
| Be as complete and accurate as possible. If two married people are filing together, both are attach a separate sheet to this form. Include the line number to which the additional inform case number (if known). If you believe that you are exempted from a presumption of abuse qualifying military service, complete and file Statement of Exemption from Presumption of Part 1:  Calculate Your Current Monthly Income | nation applies. On the top of any additional pages, write your name and<br>because you do not have primarily consumer debts or because of   |
| What is your marital and filing status? Check one only.   |   |
| Not married. Fill out Column A, lines 2-11.   |   |
| ☐ Married and your spouse is filing with you. Fill out both Columns A and B   | 3, lines 2-11.  |
| oxdot Married and your spouse is NOT filing with you. You and your spouse a   | are:  |
| ☐ Living in the same household and are not legally separated. Fill out bo   | oth Columns A and B, lines 2-11.  |
| ☐ Living separately or are legally separated. Fill out Column A, lines 2-11; penalty of perjury that you and your spouse are legally separated under not living apart for reasons that do not include evading the Means Test require  | nonbankruptcy law that applies or that you and your spouse are  |
| Fill in the average monthly income that you received from all sources, derived during the 101(10A). For example, if you are filing on September 15, the 6-month period would be March the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not spouses own the same rental property, put the income from that property in one column only.                                       | n 1 through August 31. If the amount of your monthly income varied during of include any income amount more than once. For example, if both |
|   | Column A Column B  Debtor 1 Debtor 2 or non-filing spouse   |
| <ol><li>Your gross wages, salary, tips, bonuses, overtime, and commissions (befo<br/>payroll deductions).</li></ol>   | ore all \$\$  |
| <ol> <li>Alimony and maintenance payments. Do not include payments from a spouse<br/>Column B is filled in.</li> </ol>  | e if \$ 0.00 \$   |
| 4. All amounts from any source which are regularly paid for household exper of you or your dependents, including child support. Include regular contribut from an unmarried partner, members of your household, your dependents, parer and roommates. Include regular contributions from a spouse only if Column B is filled in. Do not include payments you listed on line 3.  | ntions<br>nts,  |
| 5. Net income from operating a business, profession, or farm  |   |
| Debtor 1  |   |
| Gross receipts (before all deductions) \$\frac{0.00}{0.00}\$  |   |
| Ordinary and necessary operating expenses $\sim$ 0.00 Copy he Net monthly income from a business, profession, or farm \$  | ere -> \$ 0.00 \$   |
| 6. Net income from rental and other real property   |   |
| Debtor 1  |   |
| Gross receipts (before all deductions) \$ 1,000.00  |   |
| Ordinary and necessary operating expenses -\$ 0.00  |   |
|   | opy<br>ere -> \$ 1,000.00 \$  |
| <del>-</del>  | \$ 0.00 \$  |

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES Expansid Parile ປາ 2/09/24 Estered 06/01/22 14:15:51 Desc Main Document Page 54 of 60

| Debto | or 1  | Jamie Lynn Gallian  |  |   | Case number       | (if known)  |                     | <del></del>                             |         |
|-------|---|---|--|---|-------------------|-------------|---------------------|---|---------|
|       |   |   |  |   | Column A Debtor 1 |             | Column B Debtor 2 o |   |         |
| 8.    | Une   | mployment compensation  |  |   | \$                | 0.00        | \$                  |   |         |
|       | the S   | ot enter the amount if you contend that the amount<br>Social Security Act. Instead, list it here:   |  |   |                   |             |                     |   |         |
|       |   | or you\$ or your spouse\$   | <u> </u>   | 00  |                   |             |                     |   |         |
| 9.    | not in<br>United<br>disable<br>pay p<br>does                    | sion or retirement income. Do not include any am<br>ifit under the Social Security Act. Also, except as sinclude any compensation, pension, pay, annuity, or<br>ad States Government in connection with a disability,<br>billity, or death of a member of the uniformed service<br>coald under chapter 61 of title 10, then include that per<br>into texceed the amount of retired pay to which you<br>red under any provision of title 10 other than chapt   | tated in the next sentel<br>r allowance paid by the<br>ty, combat-related injurules. If you received any<br>pay only to the extent to<br>would otherwise be e                                | nce, do<br>e<br>ry or<br>retired<br>that it | \$                | 0.00        | \$                  |   |         |
| 10.   | Do n<br>unde<br>unde<br>coror<br>crime<br>comp<br>Gove<br>deatl | me from all other sources not listed above. Sprot include any benefits received under the Social Strike Federal law relating to the national emergence the National Emergencies Act (50 U.S.C. 1601 el navirus disease 2019 (COVID-19); payments receive, a crime against humanity, or international or dom censation pension, pay, annuity, or allowance paidernment in connection with a disability, combat-relation of a member of the uniformed services. If necessinate page and put the total below | Security Act; payments<br>by declared by the Preset<br>t seq.) with respect to to<br>ved as a victim of a wan<br>nestic terrorism; or<br>I by the United States<br>ted injury or disability, | made<br>sident<br>the<br>ar                 |                   |             |                     |   |         |
|       | scha  | ·   |  |   | \$                | 0.00        | \$                  |   |         |
|       |   |   |  |   | \$                | 0.00        | \$                  | *************************************** |         |
|       |   | Total amounts from separate pages, if any.  |  | +   | \$                | 0.00        | \$                  |   |         |
| 11.   |   | ulate your total current monthly income. Add lin column. Then add the total for Column A to the tot   |  | \$1   | ,000.00           | + \$        |                     |   | ,000.00 |
| Part  | 2:  | Determine Whether the Means Test Applies to   | o You  |   |                   |             |                     | IIICOME                                 |         |
| 12.   | Calc  | ulate your current monthly income for the year.   | Follow these steps:  |   |                   |             |                     |   |         |
|       | 12a.  | Copy your total current monthly income from line 1  | 1  |   | Сору              | line 11 h   | ere=>               | \$1                                     | ,000.00 |
|       |   | Multiply by 12 (the number of months in a year)   |  |   |                   |             |                     | x 12                                    |         |
|       | 12b.  | The result is your annual income for this part of the   | e form   |   |                   |             | 12b                 | · \$ 12                                 | ,000.00 |
| 13.   | Calc  | ulate the median family income that applies to y  | ou. Follow these step  | s:  |                   |             |                     |   |         |
|       | Fill in   | the state in which you live.  | CA   |   |                   |             |                     |   |         |
|       | Fill in   | the number of people in your household.   | 1  |   |                   |             |                     | <u></u>                                 |         |
|       | To fir  | the median family income for your state and size on<br>and a list of applicable median income amounts, go on<br>is form. This list may also be available at the bankr   | online using the link sp   | pecified in                                 | the separat       | e instructi | 13.<br>ons          | \$62                                    | ,938.00 |
| 14.   | How   | do the lines compare?   |  |   |                   |             |                     |   |         |
|       | 14a.  | Line 12b is less than or equal to line 13. Or Go to Part 3. Do NOT fill out or file Official  |  | eck box '                                   | 1, There is no    | o presump   | otion of abus       | e.                                      |         |
|       | 14b.  | Line 12b is more than line 13. On the top of Go to Part 3 and fill out Form 122A–2.   |  | The pres                                    | sumption of a     | abuse is d  | etermined by        | y Form 122                              | 4-2.    |
| Part  | 3:  | Sign Below  |  |   |                   |             |                     |   |         |
|       |   | By signing here I declare under person of perjury   | that the information or  | this stat                                   | ement and ir      | any atta    | chments is tr       | ue and con                              | ect.    |
|       | >   |   | 7/9/20   | 21  |                   |             |                     |   |         |
|       |   | Jamie Lvon Gallian  | · /  |   |                   |             |                     |   |         |

Official Form 122A-1

Chapter 7 Statement of Your Current Monthly Income

page 2

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES ExpagidPaFiled 12/09/24 ይ 50 to 60

| Debtor 1 | Jamie Lynn Gallian  | Case number (if known) |  |
|----------|---|------------------------|--|
|          | Signature of Debtor 1   |                        |  |
| Da       | e   |                        |  |
|          | MM / DD / YYYY  |                        |  |
|          | If you checked line 14a, do NOT fill out or file Form 122A-2.             |                        |  |
|          | If you checked line 14b, fill out Form 122A-2 and file it with this form. |                        |  |

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES ExPositPaFile ປາປາ (1992/09/24) ອີກາເອາອາຊຸດ (1992/1992) 14:15:51 Desc Main Document Page 56 of 60

| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Jamie Lynn Gallian 16222 Monterey Ln. #376 Huntington Beach, CA 92649 714-321-3449 jamiegallian@gmail.com | FOR COURT USE ONLY   |
|--|--|
| Debtor(s) appearing without an attorney  |  |
|  |  |
| Attorney for Debtor  |  |
| In re:   | CASE NO.:  |
| Jamie Lynn Gallian   | CHAPTER: 7   |
| Debtor(s).   | VERIFICATION OF MASTER MAILING LIST OF CREDITORS [LBR 1007-1(a)] |
| Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attor   | ney if applicable, certifies under penalty of periury that the   |
| master mailing list of creditors filed in this bankruptcy case, consistent with the Debtor's schedules and I/we assume all   | consisting of 4 sheet(s) is complete, correct, and               |
| Date: 7/9/302/   | Signature of Debtor 1  |
| Date:  | Signature of Debtor 2 (joint debtor) ) (if applicable)           |
| Date:  | Signature of Attorney for Debtor (if applicable)                 |
|  |  |

Jamie Lynn Gallian 16222 Monterey Ln #376 Huntington Beach, CA 92649

David R. Flyer 4120 Birch St. Ste. 101, Newport Beach, CA 92660

Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653

Frank Satalino 19 Velarde Ct. Rancho Santa Margarita, CA 92688

Gordon Rees Scully & Mansukhani 5 Park Plaza Ste. 1100 Irvine, CA 92614

Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Houser Bros. Co. DBA Rancho Del Rey Estates 16222 Monterey Ln Huntington Beach, CA 92649

Houser Bros. Co.dba Rancho Del Rey Mobile Home Estates 17610 Beach Blvd Ste. 32 Huntington Beach, CA 92647

Huntington Harbor Village 16400 Saybrook Huntington Beach, CA 92649

Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346

# Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Case 8:21-bk-11710-ES EXPANSILPa File of 2/09/2/19 59 teres 07/09/21 14:15:51 Desc Main Document Page 58 of 60

J-Pad, LLC 2702 N Gaff Street Orange, CA 92865

James H Cosello Casello & Lincoln, 525 N Cabrillo Park Dr. Ste 104 Santa Ana, CA 92701

Janine Jasso c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Janine Jasso P.O. Box 370161 El Paso, TX 79937

Jennifer Ann Paulin c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Kia Motors Finance PO Box 20815 Fountain Valley, CA 92728

Lee S. Gragnano c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Linda Jean "Lindy" Beck c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Lisa T. Ryan 20949 Lassen St. Apt 208 Chattsworth, CA 91311 Lori Ann Burrett c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

Mark A.Mellor Mellor Law Firm c/o Randall Nickell 6800 Indiana Ave. Riverside, CA 92506-4267

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Nationwide Reconveyance, LLC c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653

Orange County Tax Assessor P.O. Box 149 Santa Ana, CA 92701

Patricia Ryan 20949 Lassen St. Apt 208 Chattsworth, CA 91311

Raquel Flyer-Dashner 4120 Birch St. Ste. 101, Newport Beach, CA 92660

People of the St of CA 8141 13th Street Westminster, CA 92683

Randall Nickel 11619 Inwood Drive, Riverside, CA 92503 Superior Default Services Inc c/o Feldsott & Lee 23161 Mill Creek Drive Ste 300 Laguna Hills, CA 92653

Stanley Feldsott, Esq Feldsott & Lee 23161 Mill Creek Drive Laguna Hills, CA 92653

Steven A. Fink 13 Corporate Plaza Ste. 150 Newport Beach, CA 92660

The Huntington Beach Gables Homeowners Association c/o Epsten Grinnell & Howell, APC 10200 Willow Creek Road, Ste 100
San Diego, CA 92131

The Huntington Beach Gables Homeowners Association c/o Epsten Grinnell & Howell APC 10200 Willow Creek Road, Ste 100 San Diego, CA 92131

Theodore R "Ted" Phillips c/o Gordon Rees Scully & Mansukhani 633 W 5th Street, 52nd Floor Los Angeles, CA 90071

United Airlines P.O. Box 0675 Carol Stream, IL 60132-0675

US Bank NA PO Box 64799 Saint Paul, MN 55164

Vivienne J Alston Alston, Alston & Diebold 27201 Puerta Real Ste 300 Mission Viejo, CA 92691

# 7/9/2021- FILED CLERK RECORDER DEBTOR'S HOMESTEAD DECLARATION

63

elinon object)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

on 7/9/2 ( hefore me

ore me, 61eg Bryshan Lottery Philic

personally appeared 54mie Lynn Galligh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he(she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ses 3 (Seal)

Orange County Treasurer - Tax Collector P.O. BOX 1438 • Santa Ana, CA 92702-1438 601 N. Ross Street, Building 16, Santa Ana Office Hours: 8:00 AM-5:00 PM Monday - Friday Phone Hours: 9:00 AM-5:00 PM (714) 834-3411

octreasurer.com/octaxbill

## 2021-22 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 0000210-0000210 STMT----- 344031 OCT017 #BWNLBHV \*\*\*\*\*\*\*AUTO\*\*ALL FOR AADC 926 #8915 6962 2021 1#

OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2021

րկՈիիլոիիինակիսկիկիկիլութիկինագակինեսկիվութ GALLIAN, JAMIE LYNN 16222 MONTEREY LN SPC 376 **HUNTINGTON BEACH CA 92649-2258** 

Clexhibit Part 2 of 2 Page 65 of 326 DID YOU KNOW?

Sign up to receive a text/email due date reminder at octreasurer.com/securedreminders Pay online at <a href="https://octaxbill.com/octaxbill">octreasurer.com/octaxbill</a> to receive same day credit, no service fee by eCheck and an emailed receipt.

Mailed payments must have a USPS postmark on or before the last timely payment date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely. See octreasurer.com/postmarks.

16222 MONTEREY LN 376 HUNTINGTON BEACH

ASSESSED VALUES & EXEMPTIONS AS OF JANUARY 1, 2021

DESCRIPTION PERSONAL PROPERTY - OTHER

**FULL VALUE** COMPUTED 86,339 TAX

TOTAL VALUES:

86,339

946.92

TOTAL NET TAXABLE VALUE:

86,339

946.92

### MOBILE HOME

J-SANDCASTLE CO LLC

| PARCEL NO. (APN) TA: | X RATE AREA 1st Install | ment DUE 11/1/21 | 2nd Installment DUE 2/1/22 |   | TO PAY BOTH INSTALLMENTS BY 12/10/21 |
|----------------------|-------------------------|------------------|----------------------------|---|--------------------------------------|
| 891-569-62 0         | 4-902 \$                | 473.46 +         | \$473.46                   | = | \$946.92                             |

# IMPORTANT INFORMATION

### INFORMATION COPY

Taxes were pre-paid at the time of purchase and will be credited towards this tax bill.

| VOTER APPROVED TAXES               | AND SPECIAL ASS | ESSMENTS |        |
|------------------------------------|-----------------|----------|--------|
| SERVICE AGENCY                     | RATE            | VALUE    | TAXES  |
| BASIC LEVY RATE                    | 1.00000         | 86,339   | 863.39 |
| COAST COMM COLLEGE DIST            | .03119          | 86,339   | 26.92  |
| OCEAN VIEW SCHOOL DIST             | .02796          | 86,339   | 24.14  |
| HUNTINGTON BCH UNION HS            | .02260          | 86,339   | 19.52  |
| HUNTINGTON BEACH EMPLOYEE RETIREME | .01500          | 86,339   | 12.95  |
| TOTAL CHARGED                      | 1.09675         |          | 946.92 |

FOR DETAILS OF TAX TYPES, VISIT OUR WEBPAGE AT OCTREASURER.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON

FIRST INSTALLMENT DUE 11/1/21 →

\$.00

SECOND INSTALLMENT DUE 2/1/22 →

\$.00

TOTAL DUE AND PAYABLE →

\$.00

### Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 66 of 326 STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CERTIFICATE OF TITLE

Manufactured Home

| Decal: | LBM1081  |
|--------|----------|
| Decai. | LDMITUOI |

| Manufacturer ID/Name<br>90002 SKYLINE HOMES INC  | Trade Name<br>CUSTOM VILLA  | Model               |             | DOM<br>05/29/2014 | DFS<br>07/28/2014 RY          |
|--|-----------------------------|---------------------|-------------|-------------------|-------------------------------|
| Serial Number  | Label/Insignia Number       | Weight              | Length      | Width             | Issued                        |
| AC7V710394GB   | PFS1130281                  | 22,383              | 56'         | 15' 2"            | Aug 12, 2021                  |
| AC7V710394GA   | PFS1130282                  | 25,068              | 60'         | 15' 2"            |                               |
|  |                             | ne en e             | 4411444     |                   |                               |
|  |                             | it. pellennel       |             |                   |                               |
| the first the first tended to the first tended tended to the first tended tend | ore the problem and agreety | THE PERSON NAMED IN | all syrally | Lag Hallad I      | of type-barged by publication |

### Addressee

J-PAD LLC 21742 ANZA AVE TORRANCE, CA 90503

### Registered Owner(s)

JAMIE LYNN GALLIAN 16222 MONTEREY LN SPACE 376 HUNTINGTON BEACH, CA 92649

### Situs Address

16222 MONTEREY LN SPACE 376 HUNTINGTON BEACH, CA 92649

### Legal Owner(s)

J-PAD LLC 21742 ANZA AVE TORRANCE, CA 90503

Lien Perfected On:

01/14/19 15:22:00

**IMPORTANT** 

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12339739 08122021 - 2

| ST.Case 8:21 Abbit 10 R10-ESDE   | Dog 105-1 TFiled 06/01/22<br>Exhibit Part 2 of 2 Rage  | AEntered 06/01/22 09:54:17 DESC<br>67 of 326   |
|--|--|--|
|  | ## OI 4  | LBM1081  |
| Anufacturer ID/Name T 00002 SKYLINE HOMES INC C crial Number La                          | FIRST-CLASS MAIL PRSRT 000 .46º 2  | 14 RY  |
| C7V710394GB PI<br>C7V710394GA PI   | \$00   \$00 | 2021   |
| Addressee  | STAGE  |  |
| J-PAD LLC<br>21742 ANZA AVE<br>TORRANCE, CA 90503  | US POST  | ### 2021   |
| Registered Owner(s)  | RETURN<br>SERVICE<br>EQUESTED  | AMPRICAL STORM STO |
| JAMIE LYNN GALLIAN<br>16222 MONTEREY LN SPA<br>HUNTINGTON BEACH, CA                      | SERVICE  |  |
| Situs Address  |  |  |
| 16222 MONTEREY LN SPA<br>HUNTINGTON BEACH, CA  |  | 1  |
| Legal Owner(s)  J-PAD LLC 21742 ANZA AVE TORRANCE, CA 90503                              | · 5  |  |
| Lien Perfected On: 01/1  |  |  |
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|  | NT OF HOUSING, ITY DEVELOPMENT CODES AND STANDA N & ITILING PROGRAM CA 95827-7820  |  |
|  | DEPARTMEN COMMUNI DIVISION OF REGISTRATION PO BOX 277820 SACRAMENTO  |  |
| HE OWNER INFORMATION SHOWN<br>PARTMENT OF HOUSING AND CON<br>CURRENT TITLE STATUS OF THE | TVILLAL V DEVELOPMENT AC   | ALL LIENS RECORDED WITH THE<br>AINST THE DESCRIBED UNIT. THE<br>THROUGH THE DEPARTMENT   |
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# Security Agreement

This security agreement is between J-SANDCASTLE CO. LLC, a(n) California limited liability company (the "Borrower") and JAMIE LYNN GALLIAN, an individual (the "Lender").

The Borrower is indebted to the Lender in the amount of \$225000 (the "Loan"). The Loan is evidenced by a promissory note effective on the same date as this agreement (the "Note"), a copy of which is attached as Exhibit A. The Note and this agreement are collectively referred to as the "Loan Documents."

To induce the Lender to provide Loan to the Borrower as evidenced by the Note, the Borrower has agreed to enter into this security agreement for the benefit of the Lender and to grant the Lender a security interest in the Secured Property (as defined below) to secure the prompt payment, performance, and discharge in full of the Borrower's obligations under the Note.

The parties therefore agree as follows:

### 1. GRANT OF SECURITY INTEREST.

The Borrower grants to the Lender a security interest in the Secured Property (as defined in section 2 below) to secure payment of the Loan.

### 2. SECURED PROPERTY.

The secured property consists of all of the Borrower's interest as of the effective date of this agreement in the following properties and rights, wherever located, whether now owned or existing or later acquired and arising (the "Secured Property"): SERIAL NUMBER AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081; ASSESSOR'S PARCEL NUMBER 891-569-62

### 3. INDEBTEDNESS.

This agreement is made to secure payment when due of the Loan. The Loan includes:

(a) all obligations of the Borrower to the Lender under the Note;

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(b) all amendments, renewals, or extensions of the above;

(c) all costs incurred by the Lender in establishing, determining, continuing, or defending the validity or priority of its security interest, or in pursuing its rights under this agreement or any other Loan Document or in connection with any proceeding involving the Lender as a result of any financial accommodation to the Borrower; and

(d) all other costs of collecting the Loan, including attorneys' fees.

The Borrower shall reimburse the Lender for these expenses immediately on demand, and until paid all costs shall bear interest at the highest per year rate applicable to the Loan and permitted by law.

### 4. REAFFIRMATION OF LOAN.

The Borrower hereby reaffirms its obligation for the full and punctual payment and performance of the Note and all other obligations of the Borrower under the Note.

### 5. BORROWER'S OBLIGATIONS.

- (a) The Borrower shall pay the Loan at the time and in the manner provided in the Note;
- (b) The Borrower shall ensure that the Secured Property remains free of all security interests other than the rights of the Lender created by this agreement;
- (c) The Borrower will defend the Lender's interest in the Secured Property against the claims of all other persons; and
- (d) The Borrower may not transfer any Secured Property while this agreement is in effect without the prior written consent of the Lender, which consent may be withheld or given in the Lender's sole discretion.

### 6. RECORDING OF AGREEMENT.

On the effective date of this agreement, the Borrower will record this agreement and any security instrument creating a security interest on the Secured Property as required by law to protect the security interest of the Lender on the Secured Property. The Borrower shall pay all filing fees and associated expenses incident to this recordation.

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### 7. EVENTS OF DEFAULT.

The Borrower will be in default under this agreement if any of the following occurs:

- (a) A default in the payment of the Loan or any of the obligations contained in this agreement or in the Loan Documents;
- (b) Any representation made to the Lender by the Borrower proving to have been false in any material respect when made;
- (c) Loss, theft, substantial damage, or destruction, or any sale or encumbrance to which the Lender did not consent in writing, of the Secured Property, or the making of a levy, seizure, or attachment on that property; or
- (d) An Event of Default, as defined in the Note.

### 8. REMEDIES FOR EVENTS OF DEFAULT.

If an Event of Default occurs, the Lender may declare the Loan immediately due. In addition, the Lender will have all of the remedies set forth below, and these remedies are cumulative, so that the Lender may exercise one or more of these remedies until the Loan is paid in full without right of reinstatement, disgorgement, or repayment by reason of a preference, other creditor action, or by operation of law:

- (a) cause all or any portion of the Secured Property to be registered in its name or the name of its nominee, designee, or assignee;
- (b) have the exclusive right to receive all distributions with respect to the Secured Property;
- (c) dispose of the Secured Property, at private or public sale, without advertisement of the time or place of the sale (or any adjournment), free of any right of redemption by the Borrower (this right of redemption being expressly waived by the Borrower), at the price, in the manner, and to the purchaser (including the Lender) that the Lender determines in its sole discretion. The proceeds of this sale will be applied to the Loan and the sale expenses (and the Borrower will remain liable for any deficiencies); or
- (d) all other rights and remedies arising under this agreement or applicable law.

### 9. RESPONSIBILITY FOR SECURED PROPERTY.

The Borrower assumes all responsibility for the Secured Property, and the Loan will not be affected by the loss, destruction,

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damage, or theft of any of the Secured Property or its unavailability for any reason. The Lender

(a) has no duty (either before or after an Event of Default) to collect any amounts related to the Secured Property or to preserve any rights relating to the Secured Property, and

(b) has no obligation to clean up or otherwise prepare the Secured Property for sale.

The Borrower remains obligated under each agreement included in the Secured Property. The exercise of the Lender of any rights under this agreement does not release the Borrower from its obligations under the agreements included in the Secured Property.

The Lender has no liability under the agreements included in the Secured Property.

### 10. TERMINATION.

This agreement and all rights of the Lender under this agreement will terminate when the Lender is satisfied that the Loan and all other obligations of the Borrower under the Loan Documents are paid and performed in full without reinstatement, disgorgement, or repayment by reason of a preference, other credit or action, or operation of law.

### 11. INCONSISTENCIES.

If any provision of this agreement is inconsistent with any provision in the Note, the provisions of this agreement will control.

### 12. GOVERNING LAW.

- (a) Choice of Law. The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).
- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in ORANGE, California.

### 13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

### 14. ASSIGNMENT AND DELEGATION.

(a) No Assignment. The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited

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by this subsection.

- (b) No Delegation. The Borrower may not delegate any performance under this note.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made, or if both are made, in violation of this section, it is void and they are void.

### 15. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium.

  These signatures must be treated in all respects as having the same force and effect as original signatures.

### 16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this agreement to be unreasonable.

### 17. NOTICES.

- (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) Addresses. A party shall address notices under this section to a party at the following addresses:

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|      | If to the Borrower:  |
|------|--|
|      | J-SANDCASTLE CO. LLC   |
|      | 5782 Pinon Drive   |
|      | Huntington Beach, California 92649   |
|      | jamiegallian@gmail.com   |
|      | If to the Lender:  |
|      | JAMIE LYNN GALLIAN   |
|      | 16222 Monterey Ln Sp. 376  |
|      | Huntington Beach, California 92649   |
|      | jamiegallian@gmail.com   |
|      | (c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient  |
|      | receives the notice.   |
| 18.  | WAIVER.  |
| No   | waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement     |
| will | be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, |

# 19. ENTIRE AGREEMENT.

will constitute a continuing waiver, unless the writing so specifies.

This agreement, together with the other Loan Documents, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous

failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver

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communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly

merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified

by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is

relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this

agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this

agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it

(as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and

make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

J-SANDCASTLE CO. LLC

Date:\_\_\_\_\_\_By.\_\_\_

Name: JAMIE L GALLIAN

Title: MEMBER

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER of J-Sandcastle Co, LLC certify under penalty of perjury that the contents of this Document are true.

I declare I am the person who executed this instrument in my capacity as the sole Member of J-Sandcastle Co, LLC which execution is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

Jamie L. Gallian

MEMBER, J-Sandcastle Co LLC

Date:\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_

Name: JAMIE LYNN GALLIAN

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, certify under penalty of perjury,

that the contents of this Document are true.

I declare I am the person who executed this instrument, which execution is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

Jamie L. Gallian

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EXHIBIT A

Attach copy of promissory note

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Secured Promissory Note (Fully Amortized)

\$225000

11/16/2018

Huntington Beach, California

On or before 12/31/2048, for value received, the undersigned J-SANDCASTLE CO. LLC (the "Borrower") promises to pay to the order of JAMIE LYNN GALLIAN (the "Holder"), in the manner and at the place provided below, the principal sum of \$225000.

1. PAYMENT.

All payments of principal and interest under this note will be made in lawful money of the United States, without offset, deduction, or counterclaim, by wire transfer of immediately available funds to an account designated by the Holder in writing at least 10 days after the effective date of this note or, if this designation is not made, by check mailed to the Holder at 16222 Monterey Ln Sp. 376, Huntington Beach, California, 92649, or at such other place as the Holder may designate in writing.

2. MONTHLY INSTALLMENT PAYMENTS.

Principal and interest will be payable in 360 consecutive monthly installments of \$1278.00, beginning on or before 12/15/2018 and continuing on the 15th day of each month, until the principal and interest have been paid in full. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal paid. Acceptance by the Holder of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this note.

3. INTEREST.

Interest on the unpaid principal balance of this note is payable from the date of this note until this note is paid in full, at the rate of 5.5% per year, or the maximum amount allowed by applicable law, whichever is less. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues.

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## 4. PREPAYMENT.

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this note.

#### 5. SECURITY FOR PAYMENT.

This note is secured by certain assets of the Borrower in accordance with a separate security agreement dated 11/16/2018 between the Holder and the Borrower (the "Security Agreement"). If an Event of Default (defined below) occurs, the Holder will have the rights set forth below and in the Security Agreement.

### 6. EVENTS OF DEFAULT.

Each of the following constitutes an "Event of Default" under this note:

- (a) the Borrower's failure to make any payment when due under the terms of this note, including the final payment due under this note when fully amortized;
- (b) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower;
- (c) an assignment made by the Borrower for the benefit of creditors; or
- (d) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property.

# 7. ACCELERATION; REMEDIES ON DEFAULT.

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in its sole discretion, pursue any legal or equitable remedies available to it under applicable law or in equity, including taking any of the following actions:

(a) personally, or by agents or attorneys (in compliance with applicable law), take immediate possession of the collateral. To that end, the Holder may pursue the collateral where it may be found, and enter the Borrower's remises, with or without notice, demand, process of law, or legal procedure if this can be done without breach of the peace. If the premises on which any part of the collateral is located are not under the Borrower's direct control, the Borrower will exercise its best efforts to ensure that the Holder is promptly provided right of access to those premises. To the extent that the Borrower's consent would otherwise be required before a right of access could be granted, the Borrower hereby irrevocably grants that consent;

- (b) require the Borrower to assemble the collateral and make it available to the Holder at a placeto be designated by the Holder that is reasonably convenient to both parties (it being acknowledged that the Borrower's premises are reasonably convenient to the Borrower);
- (c) sell, lease, or dispose of the collateral or any part of it in any manner permitted by applicable law or by contract; and

(d) exercise all rights and remedies of a secured party under applicable law.

## 8. WAIVER OF PRESENTMENT; DEMAND.

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated payments listed does not relieve the undersigned of the obligation to honor the requirements of this note.

#### 9. GOVERNING LAW.

- (a) Choice of Law. The laws of the state of California govern this note (without giving effect to its conflicts of law principles).
- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Orange, California.

## 10. COLLECTION COSTS AND ATTORNEYS' FEES.

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The Borrower shall pay all expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due.

#### 11. ASSIGNMENT AND DELEGATION.

- (a) No Assignment. The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation. The Borrower may not delegate any performance under this note.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

#### 12. SEVERABILITY.

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

### 13. NOTICES.

- (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Borrower:

J-Sandcastle Co. LLC

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5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

If to the Holder:

Jamie Lynn Gallian

16222 Monterey Ln Sp. 376

Huntington Beach, California 92649

jamiegallian@gmail.com

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

#### 14. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

#### 15. HEADINGS.

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE FOLLOWS]

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Each party is signing this agreement on the date stated opposite that party's signature.

|       | J-Sandcastle Co. LLC     |  |
|-------|--------------------------|--|
| Date: | By:                      |  |
|       | Name: Jamie L Gallian    |  |
|       | Title: Member            |  |
|       |                          |  |
|       |                          |  |
| Date: | Ву:                      |  |
|       | Name: Jamie Lynn Gallian |  |

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER of J-Sandcastle Co, LLC certify under penalty of perjury that the contents of this Document are true.

I declare I am the person who executed this instrument in my capacity as the sole Member of J-Sandcastle Co, LLC which execution is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

Jamie L. Gallian

MEMBER, J-Sandcastle Co LLC

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, certify under penalty of perjury,

that the contents of this Document are true.

I declare I am the person who executed this instrument, which execution is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

Jamie L. Gallian

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Secured Promissory Note (Fully Amortized)

\$225000

11/16/2018

Huntington Beach, California

On or before 12/16/2048, for value received, the undersigned J-SANDCASTLE CO LLC (the "Borrower") promises to pay to the order of J-PAD, LLC (the "Holder"), in the manner and at the place provided below, the principal sum of \$225000.

1. PAYMENT.

All payments of principal and interest under this note will be made in lawful money of the United States, without offset, deduction, or counterclaim, by wire transfer of immediately available funds to an account designated by the Holder in writing at least 10 days after the effective date of this note or, if this designation is not made, by check mailed to the Holder at 5782 Pinon Drive, Huntington Beach, California, 92649, or at such other place as the Holder may designate in writing.

2. MONTHLY INSTALLMENT PAYMENTS.

Principal and interest will be payable in 360 consecutive monthly installments of \$1278.00, beginning on or before 12/15/2018 and continuing on the 15th day of each month, until the principal and interest have been paid in full. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal paid. Acceptance by the Holder of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this note.

3. INTEREST.

Interest on the unpaid principal balance of this note is payable from the date of this note until this note is paid in full, at the rate of 5.5% per year, or the maximum amount allowed by applicable law, whichever is less. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues.

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#### 4. PREPAYMENT.

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this note.

#### 5. SECURITY FOR PAYMENT.

This note is secured by certain assets of the Borrower in accordance with a separate security agreement dated 11/16/2018 between the Holder and the Borrower (the "Security Agreement"). If an Event of Default (defined below) occurs, the Holder will have the rights set forth below and in the Security Agreement.

#### 6. EVENTS OF DEFAULT.

Each of the following constitutes an "Event of Default" under this note:

- (a) the Borrower's failure to make any payment when due under the terms of this note, including the final payment due under this note when fully amortized;
- (b) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower;
- (c) an assignment made by the Borrower for the benefit of creditors; or
- (d) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property.

# 7. ACCELERATION; REMEDIES ON DEFAULT.

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in its sole discretion, pursue any legal or equitable remedies available to it under applicable law or in equity, including taking any of the following actions:

(a) personally, or by agents or attorneys (in compliance with applicable law), take immediate possession of the collateral. To that end, the Holder may pursue the collateral where it may be found, and enter the Borrower's remises, with or without notice, demand, process of law, or legal procedure if this can be done without breach of the peace. If the premises on which any part of the collateral is located are not under the Borrower's direct control, the Borrower will exercise its best efforts to ensure that the Holder is promptly provided right of access to those premises. To the extent that the Borrower's consent would otherwise be required before a right of access could be granted, the Borrower hereby irrevocably grants that consent;

- (b) require the Borrower to assemble the collateral and make it available to the Holder at a placeto be designated by the Holder that is reasonably convenient to both parties (it being acknowledged that the Borrower's premises are reasonably convenient to the Borrower);
- (c) sell, lease, or dispose of the collateral or any part of it in any manner permitted by applicable law or by contract; and(d) exercise all rights and remedies of a secured party under applicable law.

# 8. WAIVER OF PRESENTMENT; DEMAND.

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated payments listed does not relieve the undersigned of the obligation to honor the requirements of this note.

## 9. GOVERNING LAW.

- (a) Choice of Law. The laws of the state of California govern this note (without giving effect to its conflicts of law principles).
- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Orange, California.

### 10. COLLECTION COSTS AND ATTORNEYS' FEES.

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The Borrower shall pay all expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due.

#### 11. ASSIGNMENT AND DELEGATION.

- (a) No Assignment. The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation. The Borrower may not delegate any performance under this note.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

## 12. SEVERABILITY.

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

## 13. NOTICES.

- (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Borrower:

J-Sandcastle Co LLC

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 91 of 326

5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

If to the Holder:

J-Pad, LLC

5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

#### 14. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

#### 15. HEADINGS.

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE FOLLOWS]

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER of J-Sandcastle Co, LLC certify under penalty of perjury that the contents of this Document are true.

I declare I am the person who executed this instrument in my capacity as the sole Member of J-Sandcaslte Co, LLC which execution is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

Jamie L. Gallian

MEMBER, J-Sandcastle Co LLC

# **ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER OF J-Pad, LLC certify under penalty perjury, that the contents contained in this Document are true.

I declare, I am AUTHORIZED Member of J-Pad, LLC to act and I accept this instrument on behalf of J-Pad, LLC, which is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

J-PAD, LLC

Jamie L. Gallian, MEMBER

# **ATTACHMENT**

I certify under penalty of perjury that the contents of this Document are true.
I declare, I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:

Jamie L. Gallian

11. I certify under penalty of perjury that the contents of this Document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:

ANTHONY CALDERON, Manager of J-Pad, LLC

Anotary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# STATE OF CALIFORNIA COUNTY OF ORANGE

On before me, personally appeared Jamie L Gallian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# STATE OF CALIFORNIA COUNTY OF ORANGE

On before me, personally appeared Anthony Calderon on behalf of who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

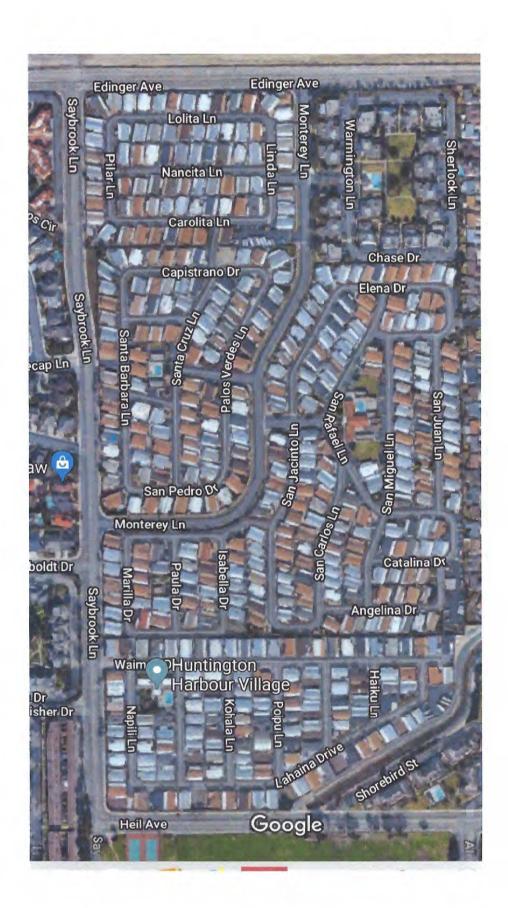
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

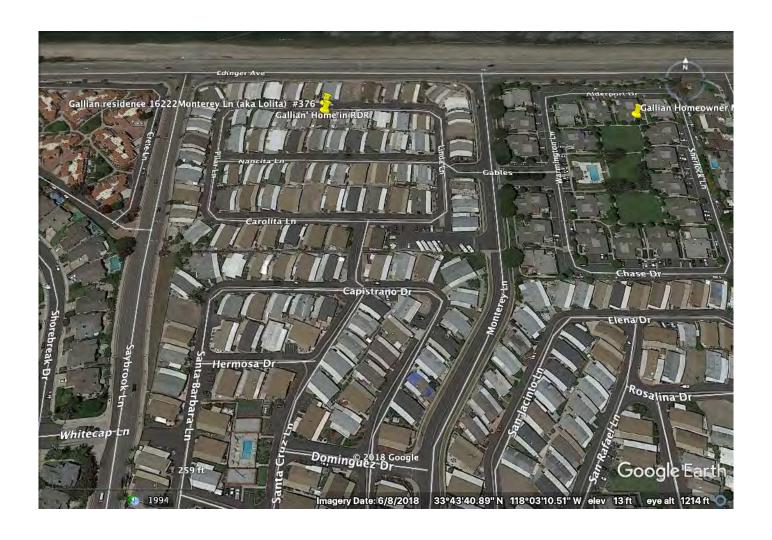
WITNESS my hand and official seal.

Signature of Notary Public

\_(Notary Seal)

TRI THE TANG Commission # 2208 Notary Public - Calif Orange County My Comm. Expires JULY





# EXHIBIT 3

10/31/2018- A.P.N. 937-630-53-4476 ALDERPORT DR.

**HUNTINGTON BEACH, CA 92649** 

TAX ASSESSOR'S
DEBTOR'S HOMESTEAD
EXEMPTION IN
RESIDENCE SOLD ON
10/31/2018.



Case 8:21-bk-11710-ES L. Freidenrich, CPAExhibit Part 2 of 2 Page 99 of 326DID Orange County Treasurer - Tax Collector

Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17

Pay online at ocgov.com/octaxbill to receive same day credit, no service fee by eCheck and an emailed receipt.

Mailed payments must have a USPS postmark on or before the last timely payment date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Major construction has eliminated close parking to our office - please pay online!

Sign up to receive a text/email due date reminder at ocgov.com/taxreminder

4476 ALDERPORT 53 HUNTINGTON BEACH

| ASSESSED VALUES & EXEMP  | TIONS AS OF JANUARY              | 1, 2019                     |
|--|----------------------------------|-----------------------------|
| DESCRIPTION<br>LAND<br>IMPROVEMENTS - BUILDING                   | FULL VALUE<br>197,735<br>121,658 | COMPUTED<br>TAX             |
| TOTAL VALUES:<br>HOMEOWNER EXEMPTION<br>TOTAL NET TAXABLE VALUE: | 319,393<br>-7,000<br>312,393     | 3,853.78<br>-76.78<br>3,777 |

# 2018-19 SEGURED PROPERTY

Phono Hours: 9:60 AM-5:00 PM (714) 834-3111

ocycy.com/octaxbill

For Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019 0000442-0000442 STMT---- 740701 OCT026 BWNLBHV \*\*\*\*\*\*\*AUTO\*\*ALL FOR AADC 926 #9376 3053 0020 183#

> ոհուլիիայանիկալունիկիրիրիրիրիրիրիրիրիրիրուլինիանորհի HOUSER BROS CO **GALLIAN JAMIE L** 4476 ALDERPORT DR UNIT 53 **HUNTINGTON BEACH CA 92649-2288**

OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2016

HOUSER BROS CO

# CORRECTED SECURED TAX BILL

| PARCEL NO (APM)   | TAX BATE AREA           | 1st Installmen | V DUE 11/1/18   |                                   | and Installment DUE 2rt                                   | th9 TD   | PAY BOTH INSTALLMEN   | main bight                      |
|---|-------------------------|----------------|---|-----------------------------------|---|--|---|---------------------------------|
| 937-630-53  | 04-007                  | \$1,88         | 38.50   | alp.                              | \$1,888.50  | mer.   | \$3,777.00  | )                               |
|   | FUECONATION             |                | 1   | VOTE                              | FAFFROVED TAXES   | NO SPECIAL AS  | SESSMENTS   | -                               |
| Property taxes are the responsibility of the <u>new owner</u> . Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes. |                         |                | SERVICE AG  | ENCY                              |   | P(A,F,E  | VALLÆ   | MXP                             |
|   |                         |                | BASIC LEVY RATE COAST COMM COLLEGE DIST OCEAN VIEW SD 2016, SR 2017A HUNTINGTON BCH UNION HS HUNTINGTON BEACH EMPLOYEE RETIREME METRO WATER D-MWDOC |                                   | 1.00000<br>.03052<br>.02404<br>.02388<br>.01500<br>.00350 | 312,393<br>312,393<br>312,393<br>312,393<br>312,393<br>312,393 | 3,123.93<br>95.34<br>75.10<br>74.60<br>46.86<br>10.93                         |                                 |
| Enrollment date 10/04/18.   |                         |                | SPECIAL ASS<br>MOSQ, FIRE AI<br>VECTOR CON<br>MWD WATER<br>OCSD SEWER   | NT ASSMT<br>TROL CHG<br>STDBY CHG | ARGES   |  | PHONE NO.<br>(800)273-5167<br>(800)273-5167<br>(866)807-6864<br>(714)593-7281 | 4.49<br>0.67<br>10.08<br>335.00 |
| ORDER # REVISION 01 DATE<br>ASSESSOR ASMNT INFO   | 08/30/18 2018 CORRECTIO | N OF           | TOTAL CHAR  | GED                               |   | 1.09694  |   | 3,777.00                        |

Corrected Billing

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON RETAIN TOP PORTION FOR YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT

**~ 8.696** 

BK 13824PG 1294

RECORDING AT THE PEOUEST OF:

\$10.00 WHEN RECORDED MAIL TO: Mr. and Mrs. John F. Turner 4476 Alderport

PAID
DOC TRANSFER TAX
LEE A. BRUNCH
ORMIGE CO. MLDCROER

RECORDED AT REQUEST OF FIRST AMER. TITLE INC. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA BOOKH NOV W 1986 LEE A. BELANCH, C.

Mail Tax Statements to Address Shown Above

Huntington Beach, Ca. 92647

The undersigned Grantor Declares The Documentary Transfer Tax is \$ 126.50 Computed On Full Value of Property Conveyed in Huntington Beach, Ca.

17 0001-01

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CONDOMINIUM SUBLEASE (SHORT FORM-MEMORANDUM) AND GRANT DEED

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

C3

For the purpose of establishing and vesting in

(the "Condominium Owner"), a Condominium as defined in the Condominium Plan (the "Condominium Plan"), recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, located on Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County

# I. DEMISING CLAUSE:

Recorded or Orange ( unty, California:

ROBERT P. WARMINGTON, ar individual, ("Sublessor"), who is the lessee under that certain Ground Lease dated as of August 1, 1980, from HOUSER BROS. CO., a limited partnership, as lessor, which Ground Lease is being recorded concurrently herewith, hereby subleases to Condominium Owner, the following real property:

# Parcel 1

Unit 53 , as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

MAIL TAX STATEMENTS AS DIRECTED ACOVE

100

BK 13824PB 1295

#### Parcel 2

An undivided one-eightisth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements. Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

for a term commencing on the date this instrument is recorded in the Office of the County Recorder of Orange County, California, and ending December 31, 2059, and for the rental and upon all the terms and conditions contained i.. that certain Condominium Sublease (the "Sublease") of even date herewith and recorded concurrently herewith, between Robert P. Warmington and the Condominium Owner.

#### II. GRANTING CLAUSE:

THE ROBERT P. WARMINGTON CO., a California corporation ("Grantor"), hereby grants to the Condominium Owner for a term expiring upon expiration or an earlier termination of the Sublease the following real property:

## Parcel 1

Those portions of Unit <u>53</u>, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

# Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

# SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");

(c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

The buildings and other improvements referred to above are the buildings and other improvements located on Lots 1 and 2 of Tract 10542, which are and shall remain real property, as more specifically set forth in the Declaration. The real property demised and granted hereby which together constitute a condominium must at all times be held by the same person and may not be separately conveyed, assigned, transfered, encumbered or otherwise alienated, voluntarily, involuntarily or by operation of Law.

Dated: August 1, , 1980.

SUBLESSOR:

Robert P. Warmington

GRANTOR:

THE ROBERT P. WARMINGTON CO.

By William & Sett

STATE OF CALIFORNIA COUNTY OF ORANGE

On August 1, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

PEARL L. HUNT NOTAR PUBLIC - CALIFORNIA GRANGE COUNTY

Notary Public in and for said County

Perse & Hunt

(SEAL)

STATE OF CALIFORNIA COUNTY OF ORANGE

on threat 1, 1980, tefore me, the underrighed, a Notary Public in and for said State, personally appeared \_\_\_\_, known to me to be OLIVER N. CRARY the Vice President , and WILLIAM J. PITTMAN known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL PD- RE L. HUNT NOTALL FRANCE CALIFORNIA Contract COUNTY Commission Expires Mar 25, 1983

Kearl F. Klunt Notary Public in and for said County

[SEAL]

Ι'n

Exhibit Part 2 of 2 Page 105 of 326

8694

BK 13824PG 1274

51900

Recorded at the Request of and When Recorded Return To:

Robert P. Warmington 16592 Hale Avenue Tivino, California 92714

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF DRANGE COUNTY, CALIFORNIA

8:00 AM. NOV 7 1800 LEE A. BRANCH, County Reserve

AP 178-011-01

#### CONDOMINIUM SUBLEASE

THIS SUBLEASE (hereinafter "lease") is made this 1st day of August , 1980, by and between ROBERT P. WARMINGTON, an individual whose address is 16592 Hale Avenue, Irvine, California 92714 (herein termed the "Landlord"), and

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

w' se address is 4476 Al. Poort, Huntington Beach, Ca. 92647 (herein termed the "Tenant").

# WITNESSETH:

That whereas Tenant is concurrently acquiring certain interest in condominium Unit 53 on Lots 1 and 2 of Tract 10542 as shown on a map recorded in Book 456 Pages 49 and 50 Official Records of Orange County California consisting of buildings and other improvements located on Lots 1 and 2 of Tract 10542, which buildings and other improvements are and shall remain real property.

- PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this lease by Tenant, Landlord hereby subleases to Tenant
  - (i) Unit 53, (the "Unit") as shown and defined on that certain Condominium Plan recorded in Book 13358 Pages 1193 et seq., Official Records of Orange County, California (the "Condominium Plan"), excepting therefrom all buildings and other improvements;
  - (ii) An undivided one-eightieth (1/80) interest in the Common Areas (as defined in the Condominium Plan, excepting therefrom all buildings and other improvements;
  - (iii) An easement for the exclusive use and occupancy of those portions of the Restricted Common Area (as defined on said Condominium Plan) for entry and staircases and attic space relating to said Unit, excepting therefrom all buildings and other improvements;

WPN: 2004A

(iv) A non-exclusive easement and right to use the Common Area (as defined on said Condominium Plan), except the Restricted Common Area, excepting therefrom all tuildings and other improvements.

It is understood that "buser Bros. Co.. a California limited partnership (hereinafter the ". ster Lessor") and Landlord have entered into a Ground Lease dated as of August 1, 1980 which is being recorded concurrently herewith (the "Master Lease") as lessor and lessee, respectively. This lease shall be subject and subordinate to the Master Lease, provided that, pursuant to the Master Lease, Master Lease agreed not to disturb the subleasehold estate of Tenant in the event of a default under the Master Lease. Tenant acknowledges receipt of a copy of the Master Lease prior to Tenant's execution of this lease. The Unit is one unit in a Condominium Project (the "Project") constructed on the leased land and governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Book 13618, page 982, Official Records of Orange County, California as amended.

# SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.
- 2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Condominium Sublease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.
- 3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the sum of One Thousand Five Hundred DOLLARS (\$1,500) per year. in quarterly installments of \$375 each in advance, on the first day of the quarter of each calendar year of said term (Provided, however, if the term of this lease commences on a date other than the first day of a calendar quarter, Tenant shall pay an appropriately pro rated amount of such quarterly installments upon the commencement of such term); subject, however, to adjustment at the tire and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.
- 4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay and discharge all taxes and general and special assessments of every description which may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, (including its Unit) and upon all rentals payable with respect to the leased land, whether belonging to Landlord, Tenant or the Master

WPN: 2004 A

BK 13 24 0 1276

Lessor, as such taxes and assessments become due and payable during the term of this lease. Tenant agrees to protect and hold harmless the handlord, the Master Lessor and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other charges which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

- 5. USE OF LEASED LAND. Tenant shall use the leased land and its Unit for single family residential use and purpos s incidental thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, or its Unit as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.
- commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever. Further, Tenant shall comply with all of the terms, covenants and conditions of the Master Lease pertaining to such construction, including, without limitation, the obligation to obtain the approval of the Master Lessor when, and to the extent required by the Master Lease.
- obligated to make any repairs, alterations, additions or improvements in, to, upon, or adjoining the leased land or any improvements that may be constructed or installed on the leased land. As part of the consideration for Landlord entering this Lease, Tenant shall, at all times during the full term of this lease and this sole cost and expense, keep, repair and maintain its Unit and those other portions of the leased land and buildings and improvements therein which are the responsibility of renant to maintain and repair under the provisions of the relaration, in clean and sanitary condition and in good order and repair. Tenant shall pay for all water, gas, heat, light, power, relephone and all other utilities and services furnished to its Unit. Tenant shall make payment directly to the utility involved for all separately metered services and shall pay to the management body for the Project the proportionate share of all centrally metered utilities, such proportion to be determined by said management body.

Tenant shall at all times fully comply with and abide by the terms, covenants, restrictions, provisions and conditions of the Declaration and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit

WPN: 2004A

and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord. Tenant shall further, during the whole term of this Lease, by paying his proportionate share of the common expenses of the Project make, build, maintain and repair all fences, sewers, drains, curbs, roads, sidewalks, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the leased land.

- 8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.
- 9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against the leased land or its Tenant shall not suffer Unit, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the seme against the leased land and its Unit, and Tenant nereby indemnities and agrees to hold Landlord, and its Unit free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord or Master Lessor in connection therewith, and Landlord and Master Lessor shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself, Landlord and Master Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against landlord the leased land or its Unit, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord and Master Lessor against liability for same; or, if Landlord shall request, Tenant shall

WPN: 2004A

produce and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land and the Unit from the effect of such lien or claim or action thereon.

- 10. LIABILITIES. Landlord shall not be liable for any loss, damage, injury or claim of any kind whatsoever to any person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.
- 11. LANDLORD PAYING CLAIMS. Neither Land nor the Master Lessor shall be liable for any loss, Neither Landlord damage, injury or claim of any kind or character to any person or property arising from or caused by the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the isign, construction of or material in any structure or in any other improvement upon the leased land rein; (iii) any defect in oi soils or in the design and soils or in the accompli-(iv) any act or omission of onts, employees, licensees, Tenant invitee. cont. ms; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agent, of any law now or hereafter enacted, (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land; and Tenant, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Landlord or the Master Lessor for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord and the Master Lessor entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising

therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord and the Master Lessor in connection therewith.

Tenant either individually, or in conjunction with the Tenants of the remaining undivided interests in the leased land or through the management body for Project shall maintain at all times during the term of the Lease, at its expense and in companies aceptable to Landlord:

- (a) Worker's compensation insurance and employer's liability insurance.
- (b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and the Master Lessor and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord and the Master Lessor as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord and the Master Lessor prior to cancellation or reduction in coverage or amount.

- 12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this lease without the prior written consent of Landlord. Notwithstanding the foregoing, this lease or any right hereunder shall in no case be assigned separate and apart from Tenant's Unit located on the leased land. Also notwithstnding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.
- 13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the loilowing covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:
- A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of

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any such trust deed or assignment, the provisions of this Lease shall control.

- B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.
- C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.
- D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within sixty (60) days after service of written notice on the encumbrancer by Landlord of its intention to terminate this Lease for such default or breach, shall:
  - (a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and
  - (b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the baneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forebearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Default."

Any mortgages shall have the right at any time during the term hereof while this lease is in full force and effect:

- (a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and
- (b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person firm or corporation without the consent of Landlord as to such initial transfer, and such obligations shall not commence as to any obligation which cannot be satisfied by the payment of money prior to mortgagee's acquisition of the leasehold estate hereunder by reason of the exercise of its rights as aforesaid.

Until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this lease, consent to any mcdification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein.

- 14. <u>DEFAULT</u>. Should Tenant fail to pay any installment of rent or any other sum provided in this lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of ten (10) days after written notice from Landlord, or should Tenant default in the performance of or breach any other ocvenant, condition or restriction of this lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this lease.
- 15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant

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shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

- PLACE OF PAYMENTS AND NOTICES. and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any persons. encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.
  - REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Default", then notwithstanding Tenant's breach of this lease and abandonment of the leased land, this lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of I andlord:
  - Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article 3 above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten percent (10%) per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or
  - B. By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession

thereof therefrom and repossess said leased land, in which event, fandlord shall have the right to recover from Tenant:

- The worth at the time of award of the unpaid rent which has been carned at the time of termination:
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;
- All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and
- In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten percent (10%) per annum.

Each of the terms, covenants, conditions and provisions of Tenant under this lease is a material consideration for this lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said walver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

- 18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.
- 19. HOLDING OVER. This lease shall teminate and become null and void without further notice upon the expiration of said term. Any holding over shall not consitute a renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

### 20. EMINENT DOMAIN.

A. <u>Definition of Terms</u>. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and wests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

- I. <u>Effect of Taking</u>. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.
- Allocation of Award Total Taking. compensation and damages awarded for the total taking of

the leased land allocated to Landlord under the terms of the Master Lease shall be allocated as follows:

- (a) Tenant shall be entitled to an amount equal to the sum of the following:
  - (i) The fair market value of all of the improvements located on the leased land; and
  - (ii) The then fair market value of the Tenant's leasehold interest in the leased land.
- (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.
- D. Allocation of Award Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land allocated to Landlord under the terms of the Master Lease shall be allocated and divided as follows:
  - (a) Tenant shall be entitled to an amount equal to the sum of the following:
    - (i) The proportionate reduction of the fair market value of the improvements located on the leased land; and
    - (ii) The proprotionate reduction of the fair market value of Tenant's leasehold interest in the leased land.
  - (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.
- E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this lease, whi never date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased land immediately thereafter.
- Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by appraisers appointed pursuant to the Article in the Master Lease entitled "Condemnation" or if no such appraiser have been or are to be appointed, by agreement of Landlord and Tenant or, in the absence of such an agreement by appraisers appointed by Landlord and Tenant in the same manner as set forth in such Article.

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### 21. RENTAL ADJUSTMENT.

A. Effective January 1, 2000, January 1, 2020, and January 1, 2010, the annual rental payable hereunder shall be adjusted to a sum equel to ten percent (10%) of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, as of such dates. The said "unimproved fair market value" of the leased land shall be such value as determined by the Master Lessor and the Landlord in accordance with the terms and provisions of A: ticle 21 of the Master Lease. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the annual rental, as so adjusted, be less than the annual rental in the immediately preceding period.

Pending the final determination of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental.

B. Effective January 1, 1990, January 1, 2010, January 1, 2030, and January 1, 2050, the annual rental shall be adjusted upwards as follows: As promptly as practical after such dates, Landlord shall compute the increase, if any, in the cost of living during the period just ended, based upon the Consumers Price Index - Los Angeles/Long Beach/Anaheim Metropolitan Area (1967=100), "All items of goods and services purchased by urban wage and clerical worker families" (hereinafter called the "In ex"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index Number for the latest month prior to commencement of the term of this Lease, with respect to which such a Number is published, shall be the "Base Index Number" and the corresponding Index Number for the month which immediately preceeds the effecting date of the adjustment shall be the "Current Index Number".

The annual rent shall be adjusted by multiplying the rental payable during the immediately preceding year of the term of this lease by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; provided, however, that the annual rent shall never be reduced below the rental payable in the immediately preceding twelve-month period.

Tenant shall continue payment of rent installments in effect for the expiring rental period until notified by Landlord of the new rent. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new rent. Immediately upon receipt of such notice, Tenant

shall commonce payment of the adjusted rent, and shall also pay to Landlord with respect to any period already expired within thirty (30) days after receipt of such notice, the excess of the new annual rent over the rent actually paid by Tenant.

If publication of the Index shall be discontinued, the most comparable Index when published by any branch or department of the United States Government shall be substituted, or if there is none, the parties shal? agree on another source of information, and such adjustments in the method of computation shall be made as may be necessary to carry out the intent of this cost-of-living provision. Appropriate adjustments shall also be made in the event that the base period, or other aspects of the Index are changed. If the parties are unable to agree on a source of information, such source of information shall be determined by arbitration, pursuant to the provisions of the California Code of Civil Procedure.

Notwithstanding the foregoing, the annual rental shall not be adjusted pursuant to the above higher than a sum equal to one hundred seventy percent (170%, of the rent payable in the immediately preceding twelve-month period.

- 22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land to prevent any erosion thereof upon such streets or adjoining property.
- 23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so

prected. Such rights of use shall be as not to interfere with the use and enjoyment of the lesses of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

- 24. COMPLIANCE WITH LAWS. Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land or its Unit, buildings and other improvements constructed thereon, or the use or manner of use of the leased land or its Unit. Tenant accepts the leased land and its Unit in the actual condition of the same as of the date of this lease.
- 25. ACCEPTANCE OF PERFORMANCE BY OTHERS. Landlord agrees to accept performance of any of the covenants or agreements of Tenant contained herein from (a) any group of ten or more tenants holding subleases of individual interests in the leased land or (b) the management body for the Project.
- 26. CONSTRUCTION AND EFFECT. Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall by the joint and several covenants and obligations of such persons. this lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.
- 27. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land. Landlord shall be superior to the interest of Tenant berein unless the mortgagee or beneficiary thereunder executes an agreement in recordable form covenanting in a form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect.
- 28. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other

party or parties to this lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, and any third persor.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

Robert P. Warmington "Landlord"

XI hu- 4

"Tenant"

By Virginia D. June

Hunel

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CALIFORNIA STATE OF ORANGE COUNTY OF

On August 1 , 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the . emda

WITNESS my hand and official seal.



[Attach acknowledgment for for Tenant]

| STATE OF CALIFORNIA  |  |
|--|--|
| county of Orange 5"  |  |
| On November 5, 1980 , before                               | ne, the undersigned, a Netary Public in and for  |
| sold State, personally appeared John F. Turner An          | d Virginia H. Turner   |
|  |  |
|  |  |
|  |  |
| known to me to be the person. S. whose name. ACC.          | DHINGENDERSTEIN STREET |
| subscribed to the within instrument and acknowledged to me |  |
| that they executed the same                                | MOTARY PUBLIC - CALIFORNIA   |
| WITNESS my hand and official seal.                         | ORANGE COUNTY  My Commission Excites Jan. 13, 1984   |
|  | My Commission Expires Jan. 13, 1984  |
| Signature Descrie Chiramine                                | 10+1* * * * * * * * * * * * * * * * * *  |
| · · · · · · · · · · · · · · · · · · ·                      |  |
| Bonnie Quenneville   |  |

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\$ 5.00

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO: The Robert P. Warmington Co. 16592 Hale Avenue Irvine, California 92714

RECORDED AT REQUEST ON FIRST AMER. TITLE MIS. 00. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA 8-70 A.M. NOV 77 1880

Conveyance connected with leaseholder interest not to exceed 99 years.

AP 178-011-01

## CONVEYANCE OF REMAINDER INTEREST

subject, however, to all matters whether or not of record.

GRANTOR:

a short form of which is being recorded concurrently herewith,

THE ROBERT P. WARMINGTON CO.

and William A Sult

ORANGE,CA

Document: DD 13824.1291

Page 1 of 3

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| STATE | OF | CALIFORNIA |   |     |
|-------|----|------------|---|-----|
|       |    | POPANCE    | , | 85. |

On August 1 , 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared OLIVER N. CRARY , known to me to be the WILLIAM J. PITTMAN Vice President , and \_\_\_\_ \_\_ of the corporation known to me to be the Secretary that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument purcuant to its by-laws or a resolution of its board of directors.



Notary Public in and for said County

[SEAL]



Page 2 of 3

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ORANGE,CA

### EXHIBIT I

### Parcel 1

Those portions of Unit 30, as shown and defined on a Condominium Plan ("the Condominium Plan"), recorded in Book 13358, Page 1193, et seq., consisting of buildings and other improvements.

#### Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

### Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

### Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

### SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");
- (c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

RECORDED

ORANGE,CA

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Page 3 of 3

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Headquarters
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Department of Real Entore

# DEPARTMENT OF REAL ESTATE OF THE STATE OF CALIFORNIA

(213) 620-2700

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Dept. of Real Estate Los Angeles Subdivisions

CONDOMINIUMS

In the matter of the application of

ROBERT P. WARMINGTON COMPANY, A California Corporation

for a Final Subdivision Public Report on

TRACT NUMBER 10542 THE GABLES-HUNTINGTON BEACH

ORANGE COUNTY, CALIFORNIA

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO.

46,370 LA

ISSUED

JUNE 19, 1980

EXPIRES

JUNE 18, 1985

This Report Is Not a Recommendation or Endorsement of the Subdivision But Is Informative Only.

Buyer or Lessee Must Sign That He Has Received and Read This Report.

This Report Expires on Date Shown Above. If There Has Been a Material Change in the Offering, an Amended Public Report Must Be Obtained and Used in Lieu of This Report.

Section 35700 of the California Health and Safety Code provides that the practice of discrimination because of race, color, religion, sex, marital status, national origin or ancestry in housing accommodations is against public policy.

Under Section 125.8 of the California Business and Professions Code, California real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they make any discrimination, distinction or restriction in negotiating a sale or lease of real property because of the race, color, sex, religion, ancestry or national origin of the prospective buyer. If any prospective buyer or lesses believes that a licensee is guilty of such conduct, he or she should contact the Department of Real Estate.

Information Regarding Schools can be found on Page

8 and 9 of this report.

READ THE ENTIRE REPORT on the following pages before contracting to purchase a lot in this SUBDIVISION.

## SPECIAL NOTES

1. THE UNIFORM BUILDING CODE, CHAPTER 70, PROVIDES FOR LOCAL BUILD-ING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM GEOLOGIC HAZARDS SUCH AS LAND-SLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY DISCUSS WITH THE DEVELOPER, THE DEVELOPER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH CHAPTER 70 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

- 2. NO ESCROWS FOR THE SALE OF UNITS WILL CLOSE UNTIL ALL SOILS AND FILL WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER AND A NOTICE OF COMPLETION COVERING THE COMMON AREA IMPROVEMENTS HAS BEEN FILED OF RECORD.
- 3. THIS PROJECT IS A COMMON-INTEREST SUBDIVISION OF THE TYPE RE-FERRED TO AS A "CONDOMINIUM". IT WILL BE OPERATED BY AN INCOR-PORATED OWNERS ASSOCIATION.
- 4. SINCE THE COMMON PROPERTY AND FACILITIES WILL BE MAINTAINED BY AN ASSOCIATION OF HOMEOWNERS, AND IT'S ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY, THE DEVELOPER MUST:
  - COMPLETE ALL COMMON FACILITIES BY APPROXIMATELY JUNE, 1980. (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE.); AND
  - b. PAY ALL THE MONTHLY ASSESSMENTS WHICH HE OWES TO THE HOME-OWNERS ASSOCIATION FOR UNSOLD UNITS. THE PAYMENTS MUST COMMENCE ON THE FIRST DAY OF THE MONTH AFTER SUBDIVIDER CLOSES FIRST SALE. (REGULATIONS 2792.9 AND 2792.16).

### THE HOMEOWNER ASSOCIATION MUST:

- CAUSE THE FIRST ELECTION OF THE ASSOCIATION'S GOVERNING BODY TO BE HELD WITHIN 45 DAYS AFTER 51% SELL-OUT, OR IN ANY EVENT, NO LATER THAN SIX MONTHS AFTER CLOSING THE FIRST SALE. (REGULATIONS 2792.17 AND 2792.19); AND
- d. PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. (REGULATION 2792.22).

# COMMON INTEREST SUBDIVISION GENERAL INFORMATION

The project described in the attached Subdivision Public Report is known as a common-interest subdivision. Read the Public Report carefully for more information about the type of subdivision. The subdivision includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entities and obligates you as a member of the association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and Bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot/unit. If you are delimquent in the payment of assessments, the association may enforce payment through court proceedings or your lot/unit may be lieued and sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this subdivision. The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchaser of an interact in a common interact subdivision should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the

board. In short, "they" in a common interest subdivision is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

Until there is a sufficient number of purchasers of lots or units in a common-interest subdivision to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the evenus of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

When contemplating the purchase of a dwelling in a common-interest subdivision, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common-interest subdivision is very much like governing a small community . . . the management can serve you well, but you will have to weak for its messess.



# SPECIAL NOTES (Continued)

- 5. THE SUBDIVIDER HAS STATED THAT HE WILL PROVIDE YOU WITH A COPY OF THE ARTICLES OF INCORPORATION, RESTRICTIONS AND BYLAWS, ONLY BY POSTING THEM IN A PROMINENT LOCATION IN THE SALES OFFICE. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A UNIT.
- 6. THE SUBDIVIDER STATED HE WILL NOT FURNISH THE CURRENT BOARD OF OFFICERS OF THE HOMEOWNERS ASSOCIATION THE BUILDING PLANS TO IN-CLUDE DIAGRAMS OF LOCATION OF MAJOR COMPONENTS, UTILITIES, AND RELATED DATA.
  - THESE ITEMS WILL BE IMPORTANT TO THE BOARD OF OFFICERS OR THOSE WHO WILL MANAGE OR REPAIR COMMON FACILITIES IN THIS SUBDIVISION.
- 7. SINCE THE SUBDIVIDER STATES HE WILL NOT FURNISH THE SAID PLANS AND DIAGRAMS, THE BOARD OF OFFICERS OF THE HOMEOWNER ASSOCIATION SHOULD TRY TO OBTAIN THEM FROM THE CONTRACTORS WHO WORKED ON THE PROJECT OR FROM THE COUNTY/CITY BUILDING DEPARTMENT.
- 8. THE SUBDIVIDER HAS AN INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF UNITS IN THIS SUBDIVISION. THE NATURE OF THE SUBDIVIDER'S INTEREST IS SET FORTH IN THE ESCROW INSTRUCTIONS WHICH ARE TO BE USED.
- 9. IF YOU ACQUIRE TWO OR MORE UNITS YOU MAY BE REQUIRED TO OBTAIN AN AMENDED PUBLIC REPORT BEFORE OFFERING TWO OR MORE OF THE UNITS FOR SALE TO OTHERS. IF YOU INTEND TO SELL TWO OR MORE UNITS OR LEASE THEM FOR MORE THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THE UNITS FOR SALE OR LEASE.
- 10. WARNING: WHEN YOU SELL YOUR LEASEHOLD INTEREST IN A CONDOMINIUM UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, THE ARTICLES OF INCORPORATION AND OF THE BYLAWS. IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 -- PLUS ATTORNEY'S FEES PLUS DAMAGES. (SEE CIVIL CODE SECTION 1360.)

INTERESTS TO BE CONVEYED: You will receive a lease to a specified unit, together with an undivided fractional leasehold interest as a tenant in common in the common area together with a membership in "The Gables-Huntington Beach Homeowners Association" and rights to use the common area.

LOCATION AND SIZE: This subdivision is located at Edinger Avenue and Monterey Street within the city limits of Huntington Beach and is serviced by the usual city amenities.

This is a single phase project which consists of approximately 7.605 acres on which twenty buildings containing 80 units and 100 garage spaces, 100 driveway spaces, 59 on-street guest spaces and 53 off-street guest space will be constructed, together with common facilities consisting of a swimming pool, jacuzzi, cabana, volley ball court, landscaped areas and private drives which will be constructed

MANAGEMENT AND OPERATION: The Gables-Huntington Beach Homeowners Association, which you must join, manages and operates the common areas in accordance with the Restrictions, Articles of Incorporation and the Bylaws.

MAINTENANCE AND OPERATIONAL EXPENSES: The subdivider has submitted a budget for the maintenance and operation of the common areas and for long-term reserves. This budget was reviewed by the Department of Real Estate. You should obtain a copy of this budget from the subdivider. Under this budget, the monthly assessment against each subdivision unit is \$65.74 of which \$13.84 is a monthly contribution to long-term reserves and is not to be used to pay for current operating expenses.

IF THE BUDGET FURNISHED TO YOU BY THE DEVELOPER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH VARIES 10% OF MORE FROM THE ASSESSMENT AMOUNT SHOWN IN THIS PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO AN AGREEMENT TO PURCHASE.

The association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&R's or Bylaws. In considering the advisability of a decrease (or a smaller increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT ACCURATELY AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

Monthly assessments will commence on all units during the month following the closing of the first sale of a unit. From that time, the subdivider is required to pay the association a monthly assessment for each unit which he owns, which has not been leased.

The remedies available to the association against owners who are delinquent in the payment of assessments are set forth in the CCaR's. These remedies are available against the subdivider as well as against other owners.

# MAINTENANCE AND OPERATIONAL EXPENSES: (Continued)

The subdivider has posted a bond as partial security for his obligation to pay these assessments. The governing body of the association should assure itself that the subdivider has satisfied his obligations to the association with respect to the payment of assessments before agreeing to a release or exoneration of the security.

EASEMENTS: Easements for utilities and other purposes are shown on the Title Report and Subdivision Map recorded in the Office of the Orange County Recorder, Book 456 of Miscellaneous Maps, Pages 48 thru 49 and Condominium Plan recorded in Book 13358, Page 1193.

TITLE: Title is vested in Houser Bros. Co., a limited partnership, subject to:

A Ground Lease dated October 19, 1979, executed by Houser Bros. Co., a limited partnership, as Lessor, and Robert P. Warmington, a married man, as Lessee, a memorandum of which was recorded October 22, 1979 in Book 13362, Page 320 of Official Records and re-recorded December 6, 1979 in Book 13424, Page 499 of Official Records. Robert P. Warmington in turn has sublet the Ground Lease to Robert P. Warmington Co., a California corporation, the applicant.

RESTRICTIONS: This subdivision is subject to Restrictions recorded in the Office of the Orange County Recorder, Book 13618, Page 982.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE RESTRICTIONS. THE SUBDIVIDER SHOULD MAKE THEM AVAILABLE TO YOU.

WATER RIGHTS: You will not own the water rights under your land below a depth of 500 feet. These have been dedicated to the City of Huntington Beach. The right to surface entry has been waived.

USES AND ZONING: Property to the south is zoned MH (Mobilehome).

TAXES: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value.

For the purchaser of a lot or unit in this subdivision, the "full cash value" of the lot or unit will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or unit or as of the date of completion of an improvement on the lot if that occurs after the date of purchase.

CONDITIONS OF SALE: If your purchase involves financing, a form of deed of trust and note will be used. These documents may contain the following provisions:

An Acceleration Clause. This means that if you sell the property or default in your payment, the lender may declare the entire unpaid loan balance immediately due and payable.

A Late Charge. This means that if you are late in making your monthly payment you may have to pay an additional amount as a penalty.

A <u>Prepayment Penalty</u>. This means that if you wish to pay off your loan in whole or in part before it is due, you may be required to pay an additional amount as a penalty in accordance with the terms of the loan.

Transfer of the interest to the purchaser may be by a lease. Your rights and responsibilities are governed by the specific terms of such lease. You should read the entire lease.

The lease includes the following provision:

If you do not pay your installment on time, you may lose your property and all money you have paid in.

BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY UNDERSTAND ALL LOAN DOCUMENTS.

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. (Refer to Sections 11013 and 11013.2(a) of the Business and Professions Code.)

If the escrow has not closed on your unit within one (1) year of the date of your deposit receipt, you may request return of your deposit.

FILLED GROUND: The common area contains filled ground varying to a maximum depth of 3.6 feet. These soils are to be properly compacted for the intended use under the supervision of a State licensed engineer.

FLOOD AND DRAINAGE: Orange County advises as follows:

The land lies within the historic floodplain of the Santa Ana River where the risk of floodng has been substantially reduced since the completion of Prado Dam and Reservoir by the U. S. Corps of Engineers in 1941. The largest flood-producing storm since completion of the dam occurred in 1969, an event which to the best information now available can be expected to recur on an average of 25 to 30 years over a long period of time. Peak discharges in 1969 seriously damaged the Santa Ana River levees within Orange County, but no outbreak occurred and the levees have now been repaired.

# FLOOD AND DRAINAGE: (Continued)

In a report entitled "Flood Insurance Study Huntington Beach, California" prepared by the U. S. Army Corps of Engineers for the Federal Insurance Administration, the Corps of Engineers indicates that the occurrence of a storm with a recurrence interval approximating 50 years or greater will generate flows exceeding the present capacity of the Santa Ana River Channel. Such flows will cause breaching of the river levee at indeterminable locations followed by widespread flooding of the Talbert Valley. It is believed impossible to predict in advance where such break-out might occur or what particular area would subsequently be inundated.

The Corps of Engineers recently completed a study proposing modification to the Santa Ana River in the County of Orange, to Prado Dam, and the construction of an additional dam in the Mentone area of San Bernardino County. However, it is impossible to predict when project authorization will be made by Congress, the appropriation approved, and the actual construction accomplished.

It is the opinion of this office that upon completion of the construction in accordance with the proposed grading, storm drain and street plans, the improvements on the building pads will be protected from flooding from storms occurring on an average of once every 50 years or less.

PUBLIC TRANSPORTATION: Bus service is available adjacent to the site on Edinger Avenue.

SCHOOLS: The Ocean View School District provides the following information:

School

Distance

Haven View School 16081 Waikiki Lane Huntington Beach, California 1/4 mile

The projected enrollment from the proposed tract is twenty K-8 grade students. The capacity of Haven View School is 510 and enrollment is 447.

The District shall provide free transportation to and from school for pupils who live beyond the minimum distances, as measured by the shortest route. Where hazardous conditions exist, transportation may be provided for students who live less than the minimum distances. Handicapped children will be provided transportation as needed.

The Huntington Beach Union High School District provides the following information:

School

Distance

Marina High School 15871 Springdale 1.7 miles

SCHOOLS: (Continued)

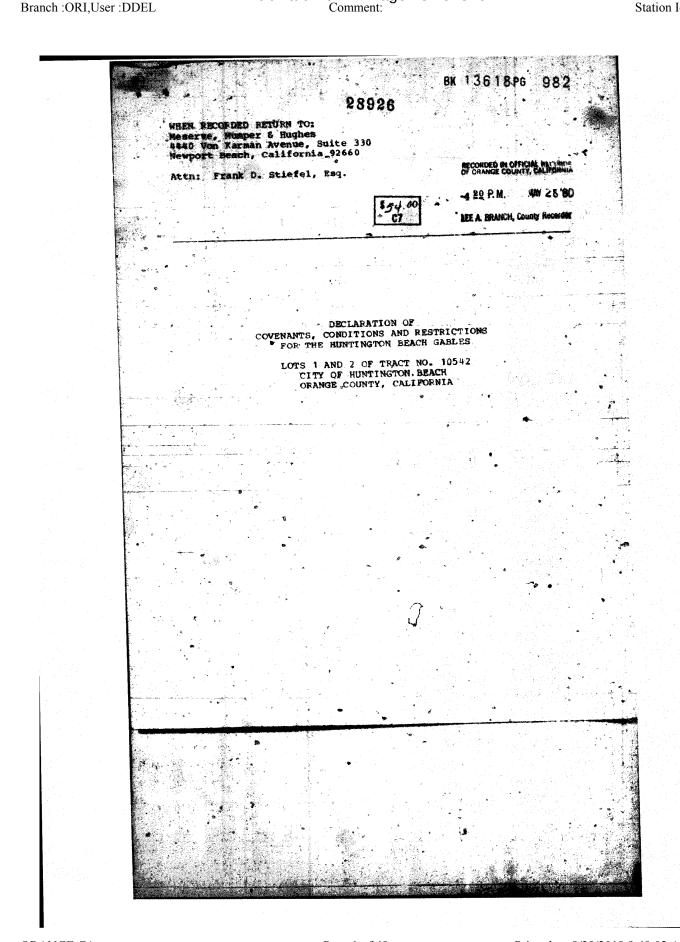
Transportation is furnished at District expense to students living a distance fo more than three miles from their schools.

Huntington Beach Union High School District has aix comprehensive high schools with a total capacity of 16,367 and a current enrollment of 21,346. This student overload is being accommodated by temporary structures and extended day schedule. The impact of continued enrollment growth will accelerate the extension of the school day and the continued implementation of other housing alternatives until a new high school is constructed. Any new housing must be considered carefully based on the availability of schools in Huntington Beach Union High School District.

NOTE: This school information was correct as of the date of this report. Purchasers may contact the local school district for current information on school assignments, facilities and bus service.

For further information in regard to this subdivision, you may call (213) 620-2700 or examine the documents at the Department of Real Estate, 107 South Broadway, Suite 7001, Los Angeles, CA 90012.

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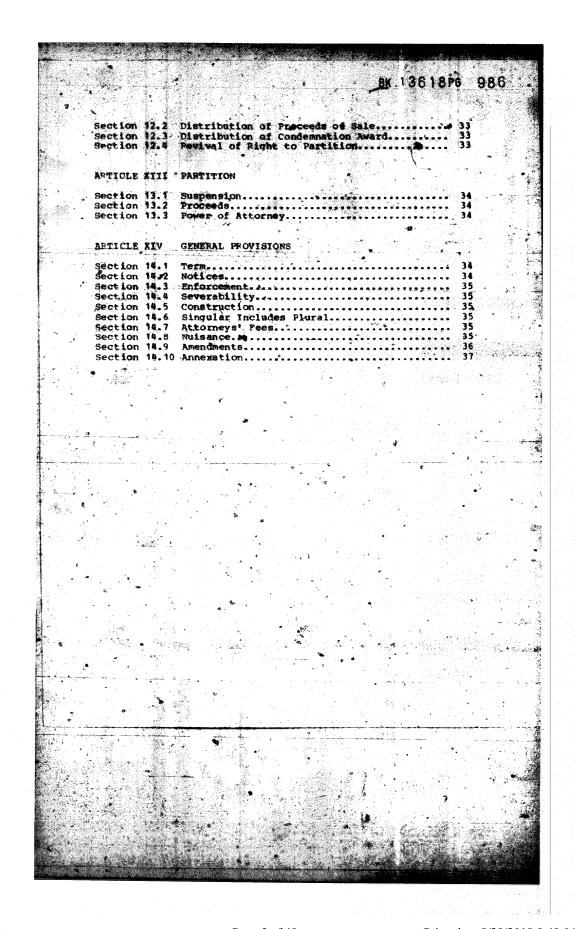
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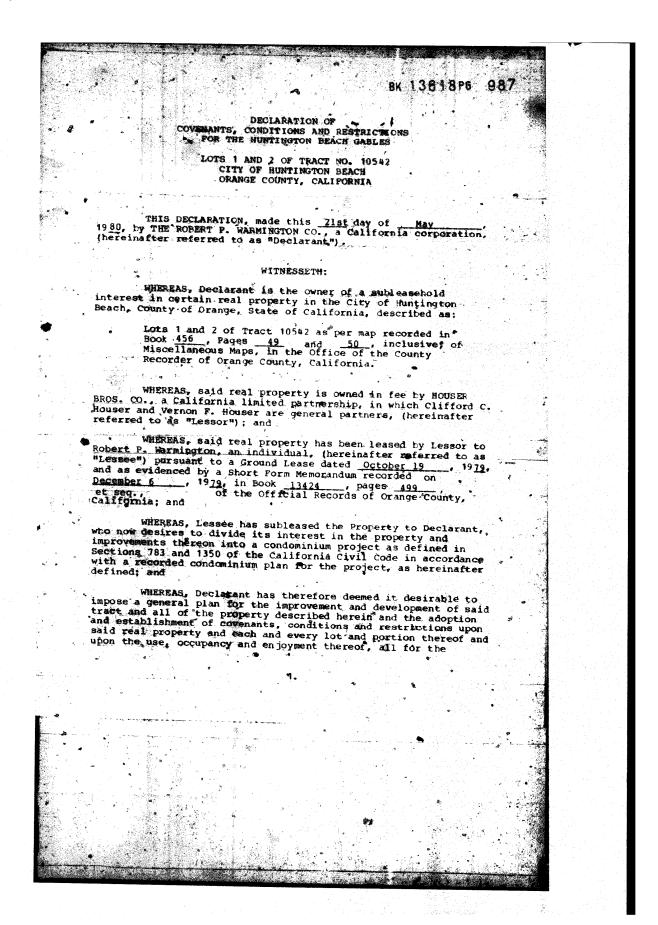
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|   | Section 11.1                 | Destruction; Proceeds Exceed 85% of  |  |
|   |                              | Reconstruction Costs   |  |
|   | Section 11.2                 | Reconstruction Costs   |  |
|   | Section 11.3<br>Section 11.4 |  |  |
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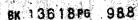
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Document: DR 13618.982

Station Id: DMCL



purpose of enhancing and protecting the value, designability and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid; and

whereas, Lessor and Lessee have agreed to the restrictions to be imposed hereby and authorize the recordation of this Declaration, and evidence this agreement and authorization by executing this Declaration below; and

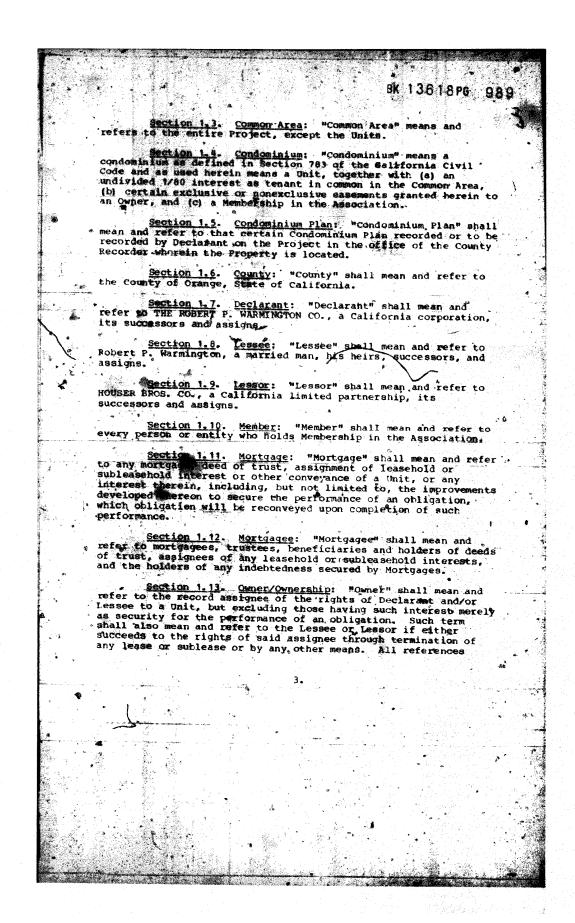
now THEREFORE Declarant hereby covenants, agrees and declares that all of taid units and property described above shall be held, sold, assigned, leased, encumbered, hypothecated, used, improved, and conveyed subject to the following covenants, conditions and restrictions and easements which are hereby conditions and restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions and restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and are imposed upon said real property and every part thereof as a serviced in favor of each and every parcel thereof as the dominant tenement or tenements.

### ARTICLE I DEFINITIONS

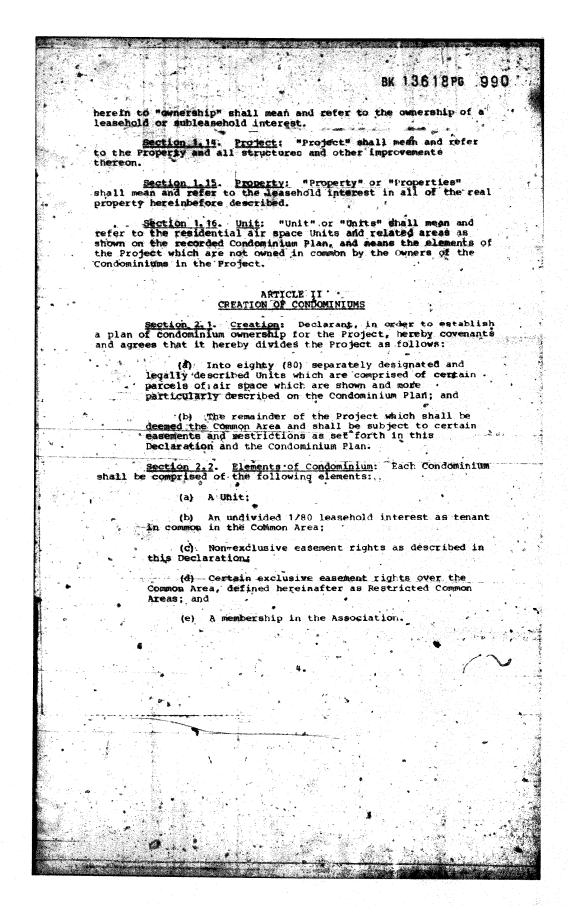
The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1.1. Association: "Association" shall mean an refer to THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION, a nonprofit corporation, incorporated under the laws of the State "Association" shall mean and of California, its successors and assigns.

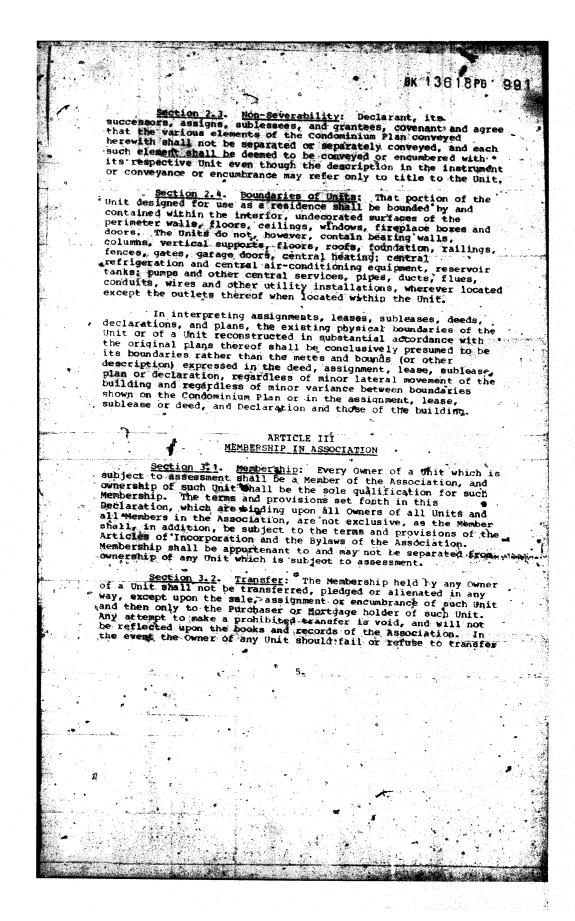
Section 1.2. Board of Directors/Board: "Board of Directors" or "Board" shall mean and refer to the duly elected Board of Directors of the Association.

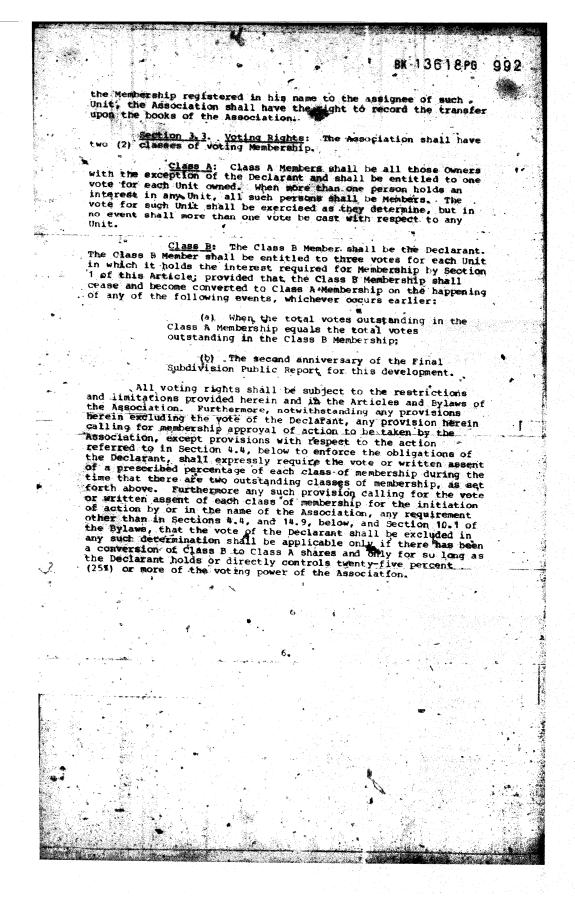


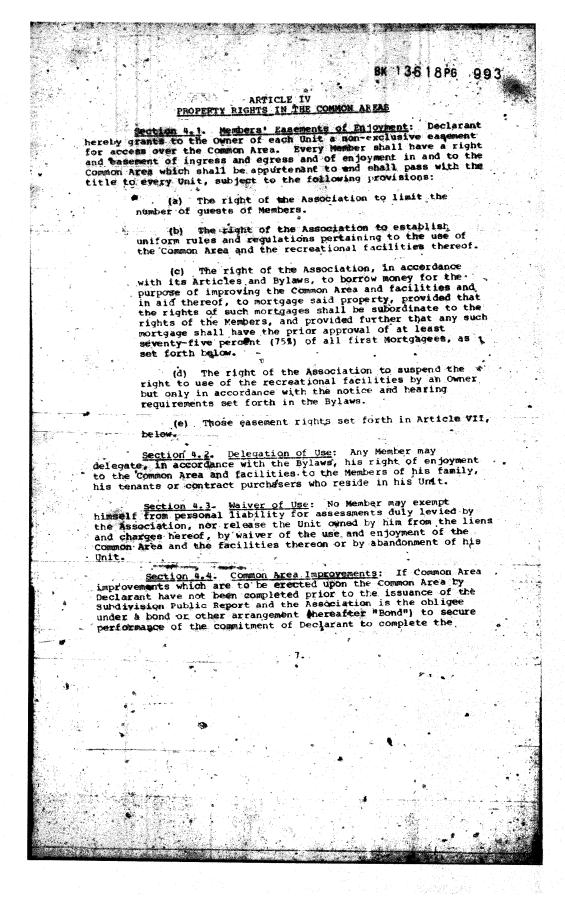
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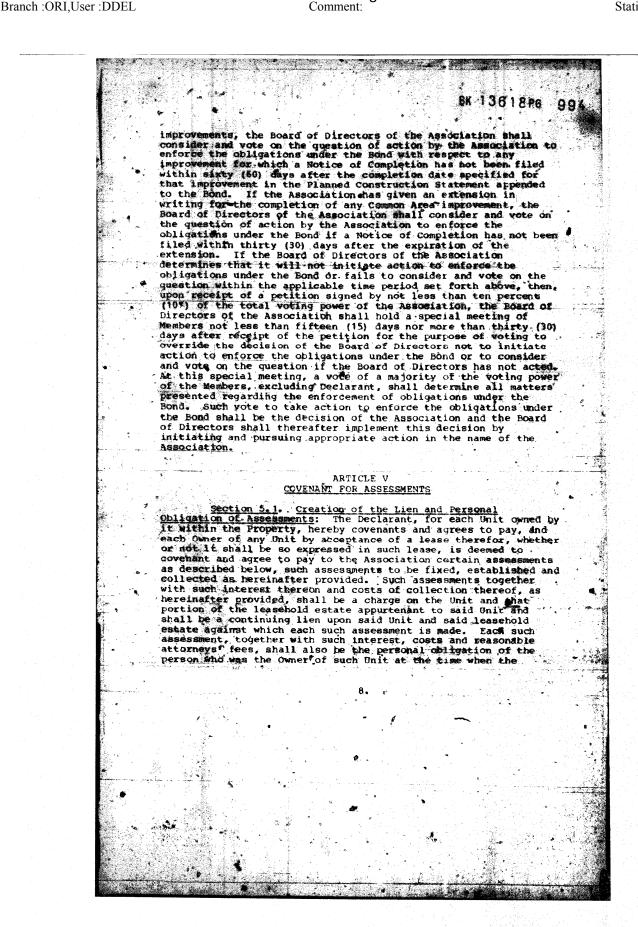


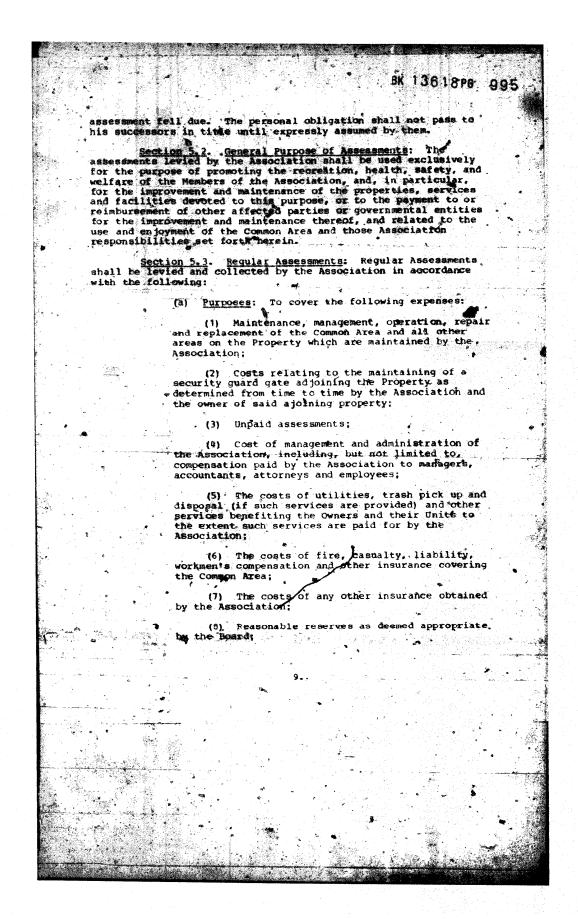
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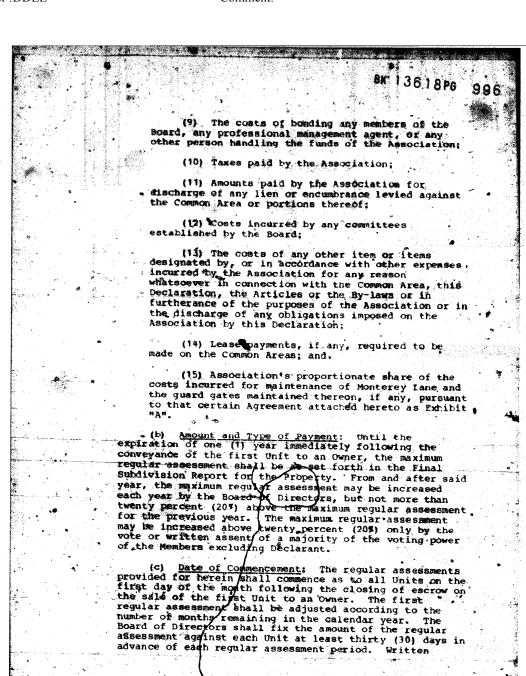


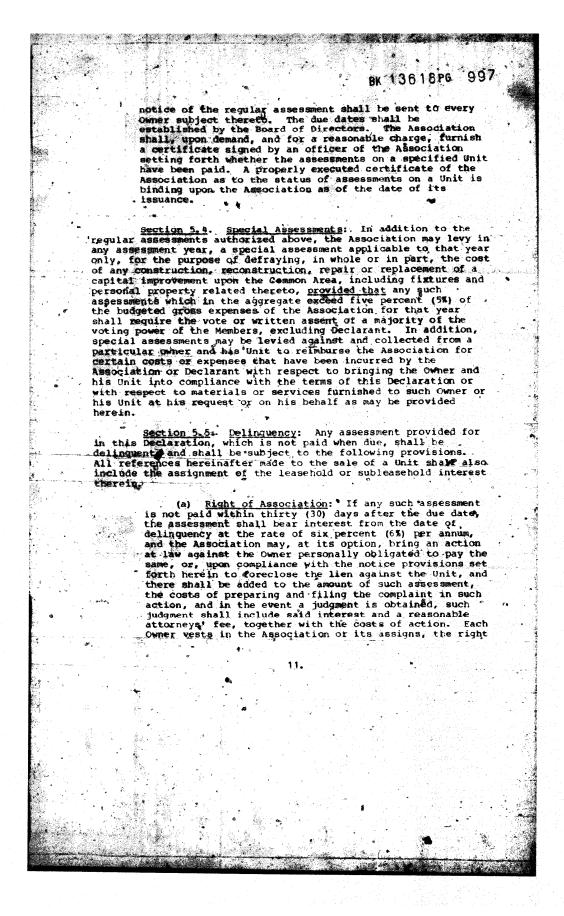


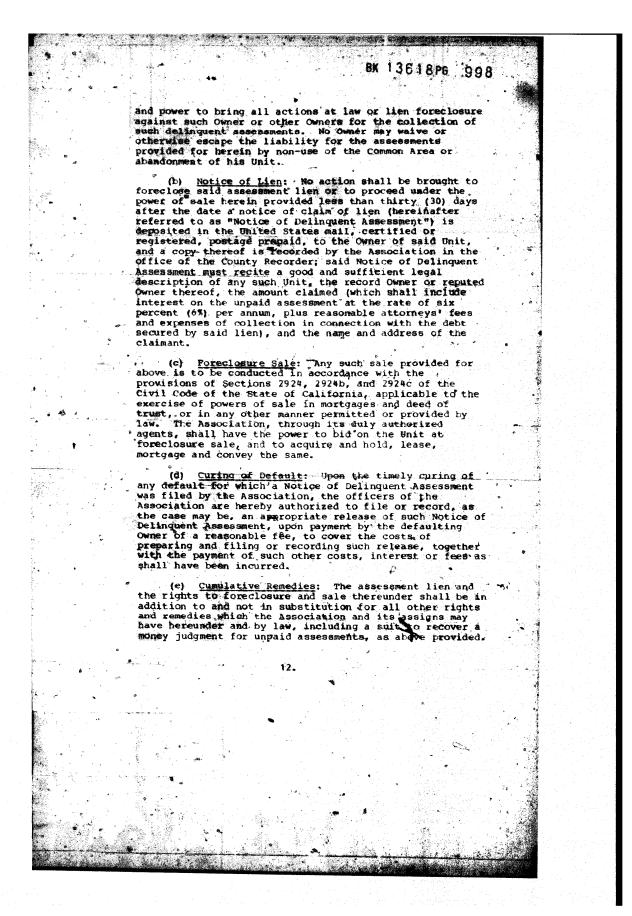


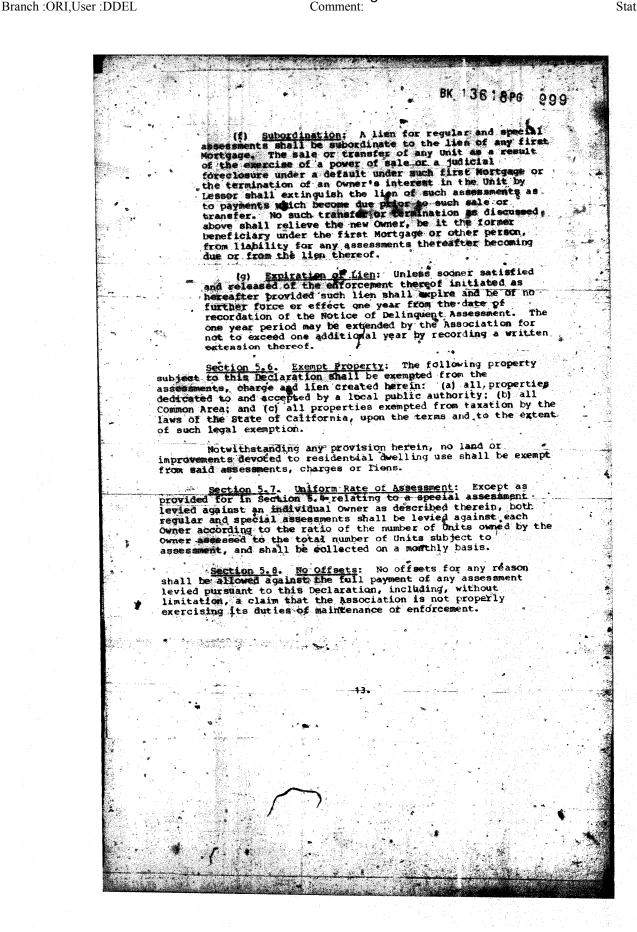


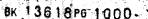










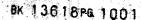


## ARTICLE VI ARCHITECTURAL CONTROL

purposes of proper maintenance and repair, no person or entity shall install, erect, attach, build, place, construct or remove any lighting, shades, screens, signs, awnings, patio cowers, decorations, fences, walls, aerials, antennas, landscaping or make any changes or otherwise alter (including the painting thereof) the exterior (or structurally after the interior) of any Unit or the Common Area until plans and specifications (hereinafter the "Plans") as required in Section 6.2 shall have been reviewed and approved in writing by an Architectural Committee (hereinafter the "Architectural Committee") and Lessor-For purposes of this section; the term "exterior" shall mean any outside wall, outside surface, roof, outside door, balcony, patio, garage, or other outside structure of said Unit.

section 6.2. Requirements for Approval: Said Plans shall be prepared by a duly licensed architect or other person approved by the Architectural Committee and shall include, where appropriate, the following: (a) color, shape, dimensions and materials to be used; (b) building plans; (c) exterior elevations, surfaces and sections, structural design and salient exterior details; (d) general exterior color schemes; and (e) landscaping plans showing plants, hedges, and fences. All such Plans shall be submitted in writing over the signature of the Owner or his authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property, improvements landscaping, operations and uses; preservation of view and aesthetic beauty; with respect to fences, walls and landscaping, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its power hereunder; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the Plans to the purpose and general plan and intent of this Declaration.

Section 6.3. Term and Composition of Architectural Committee: The Architectural Committee shall be composed of three (3) members. Prior to the first anniversary date of the issuance of the original Public Report for the Project, Declarant may appoint the three (3) original members of the Architectural Committee and their replacements, if necessary. Declarant's appointees to the Architectural Committee need not be Members of the Association. Declarant shall retain the right to appoint a majority of the members of the Architectural Committee until the earlier occurrence of either of the following events:



(a) When ninety percent (90%) or more of the Units have been sold; or

(b). On the fifth anniversary date of the original issuance of the Public Report for the Project.

After one year from the date of issuance of the original Public Report for the Project, the Board shall have the right to appoint one Member to the Architectural Committee, who shall be a member of the Association.

From and after the occurrence of any of the events referenced in (a) and (b) hereinabove, whichever occurs first, the Board shall have the power to appoint all members of the Architectural Committee who shall all be Members of the Association:

Section 6.4. Failure to Approve or Disapprove the Plans In the event the Lessor or the Architectural Committee, or its representatives designated in accordance with Section 6.9, fail to either approve or disapprove such Plans within thirty (30) days after the same have been submitted to them, it shall be conclusively presumed that the Lessor and the Architectural Committee have approved such Plans. All improvement work approved by the Lessor and Architectural Committee shall be diligently completed and constructed in accordance with the approved Plans.

Section 6.5. No fiability: Neither Declarant, lessor, Lessee, Association, Architectural Committee, or the members or designated representatives thereof shall be liable im damages to anyone submitting Plans to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans, or for any defect in any structurer constructed from such Plans. Such Plans are not approved for engineering design. Every Owner and his authorized agent, if any, who submits Plans to the Architectural Committee for approval agrees, by reason of such submission, that no action or suit of any kind will be commenced against Declarant, Lessor, Lessee, Association, Architectural Committee, or any of the members or designated representatives thereof to recover any damages.

Notwithstanding anything to the contrary contained herein, after the expiration of the later of one year from the date of issuance of a building permit by a municipal or other governmental authority for any improvements or one year from the date of commencement of construction of any improvements within the Project, said improvements shalk, in favor of purchasers and encumbrancers in good faith and for value, be deemed to he in



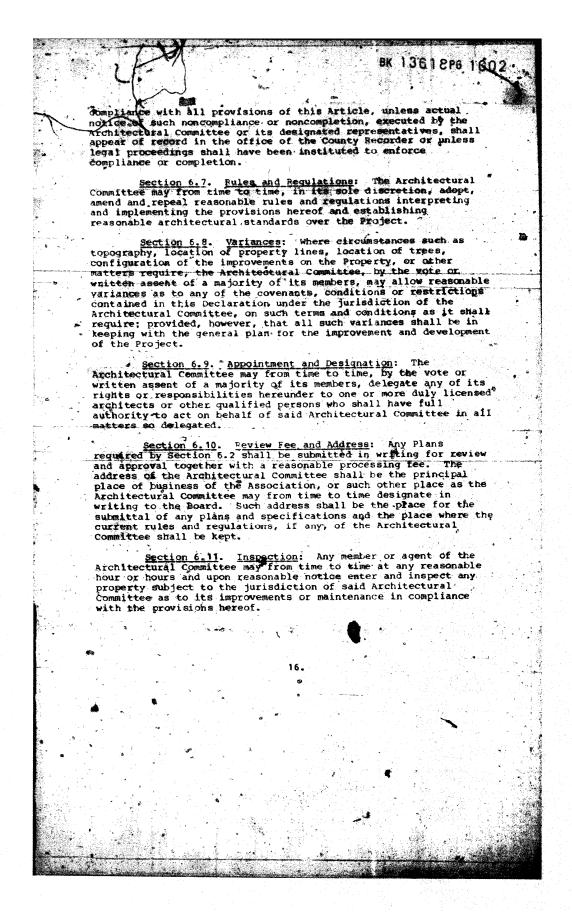
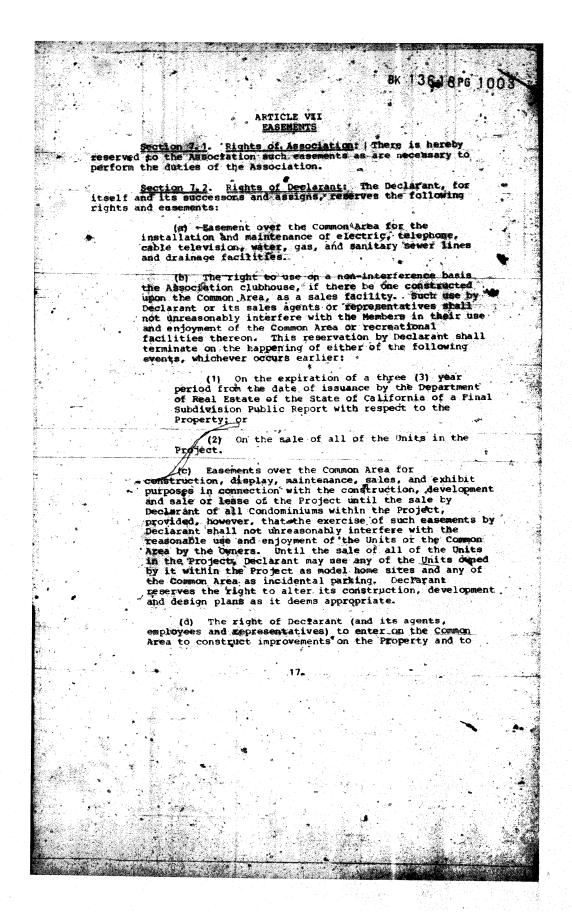
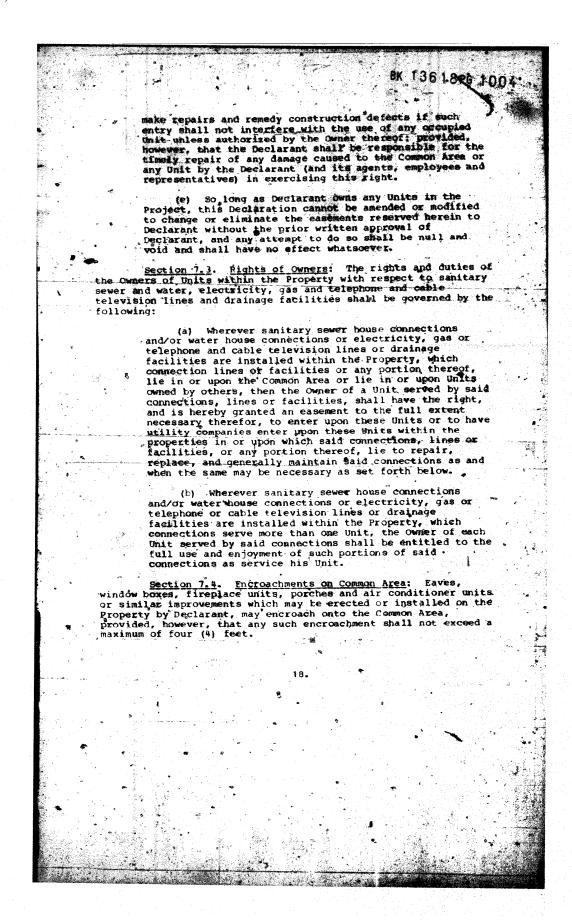


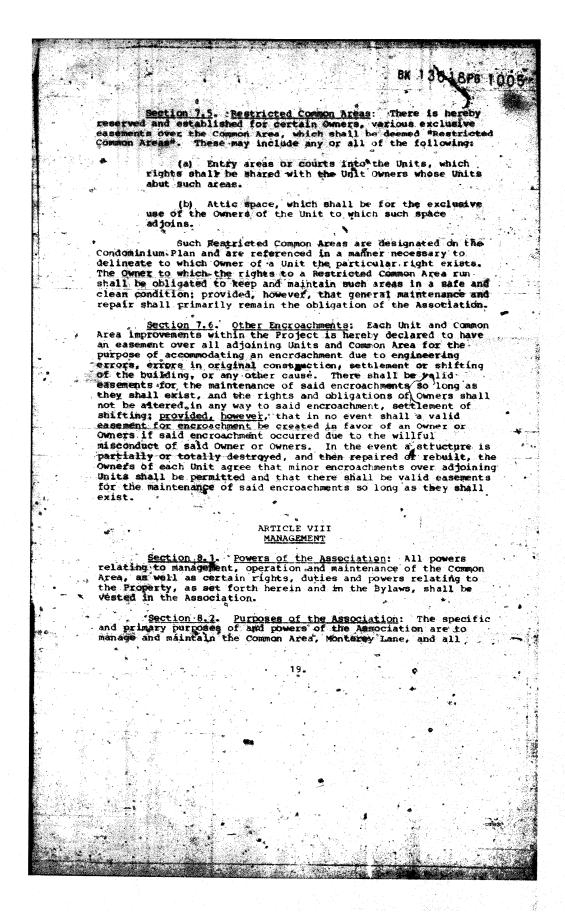
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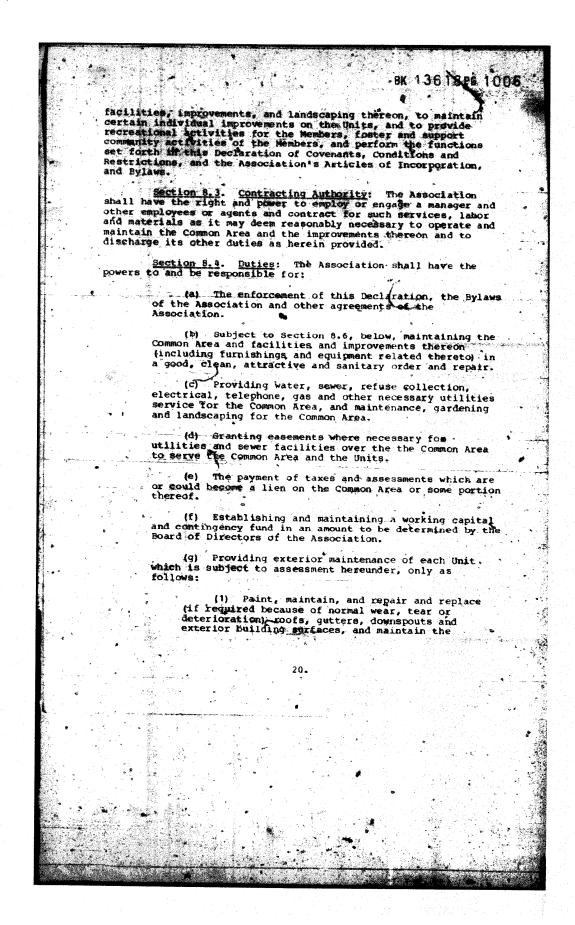
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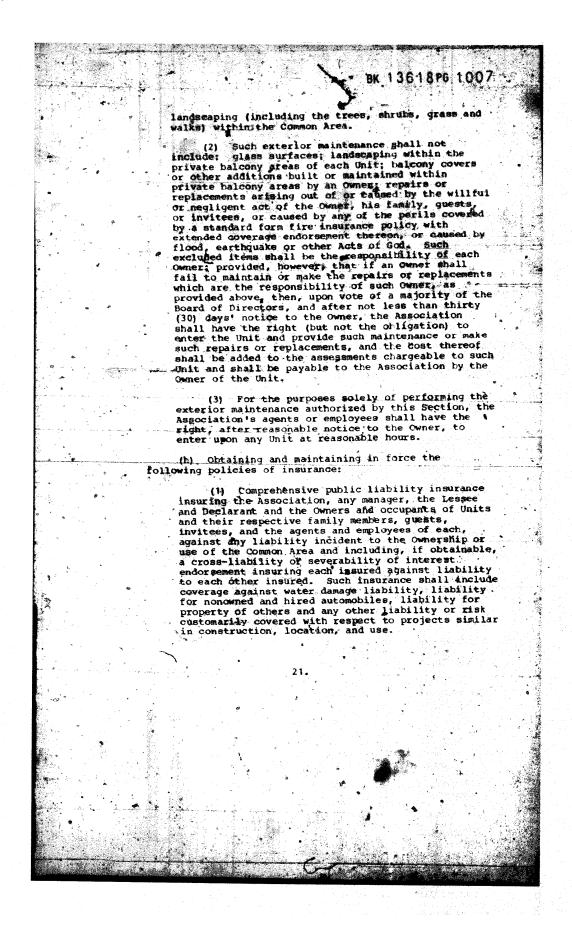
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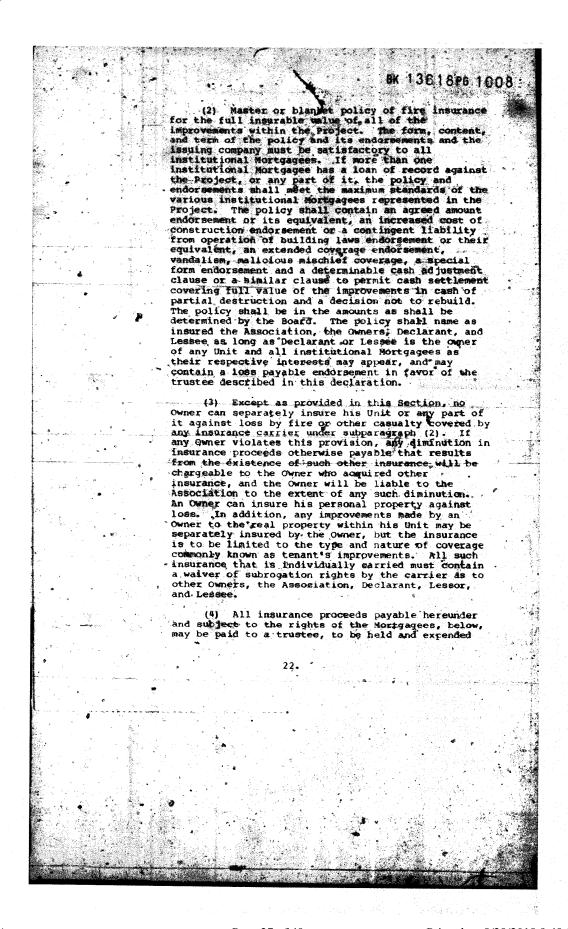
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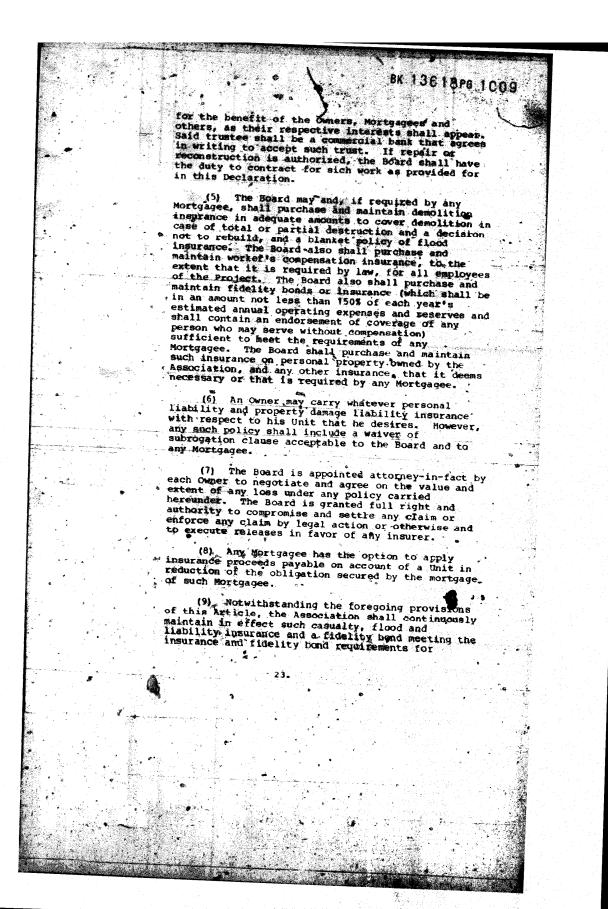
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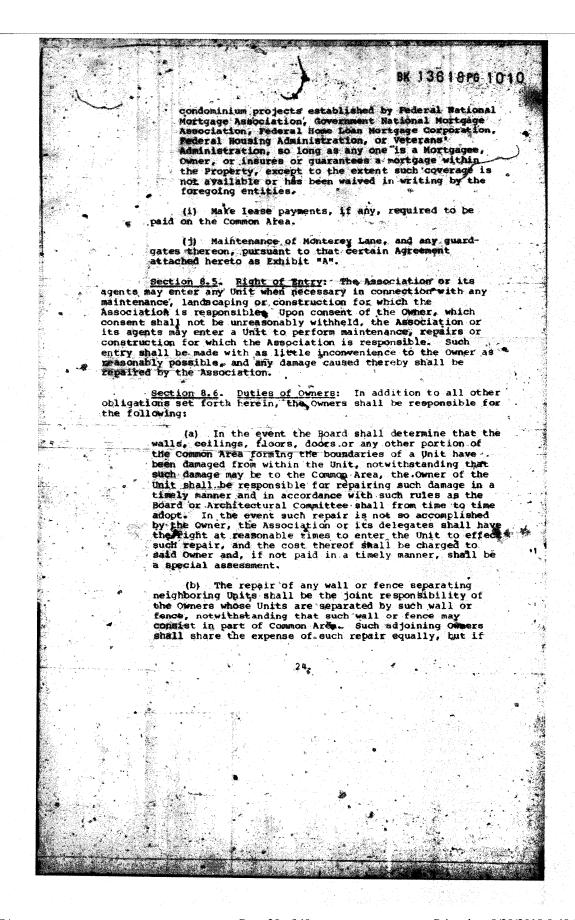
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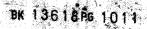
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one such Owner refuses to join in such repair, the other may undertake such repair himself and shall receive contribution from his neighbor for his neighbor's share of the cost thereof. In the event that such repair is required because of the acts or negligence of one of such adjoining Owners, such repair shall be accomplished by such Owner at his sole expense.

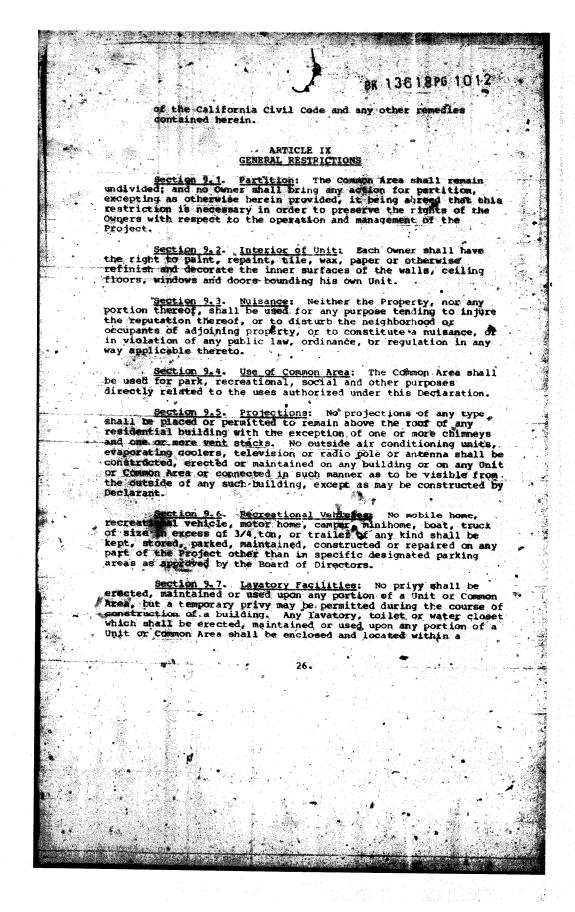
(c) Each Owner shall be responsible for the care, maintenance and replacement of his electric garage door opener, notwithstanding the fact that such may have been installed by the Declarant.

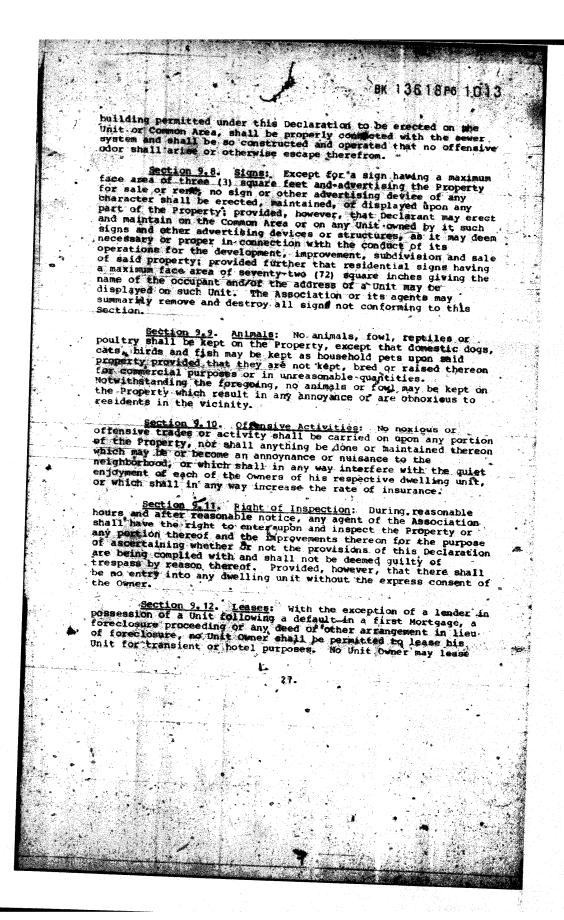
section 8.7. Association to Defend Certain Actions: In the event that a lawsuit is brought against all or substantially all of the Members within the Project which will or could result in any lien or encumbrance being levied against an entire Project, the following terms shall apply:

(a) The Association shall defend such lawsuit and the costs of such defense shall be a special assessment against all of the Members within the Project joined as defendants in such lawsuit; provided, however, in the event that an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association that he relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense. In the event that a Member so chooses, he shall not be relieved of liability for the special assessment provided for in this Section.

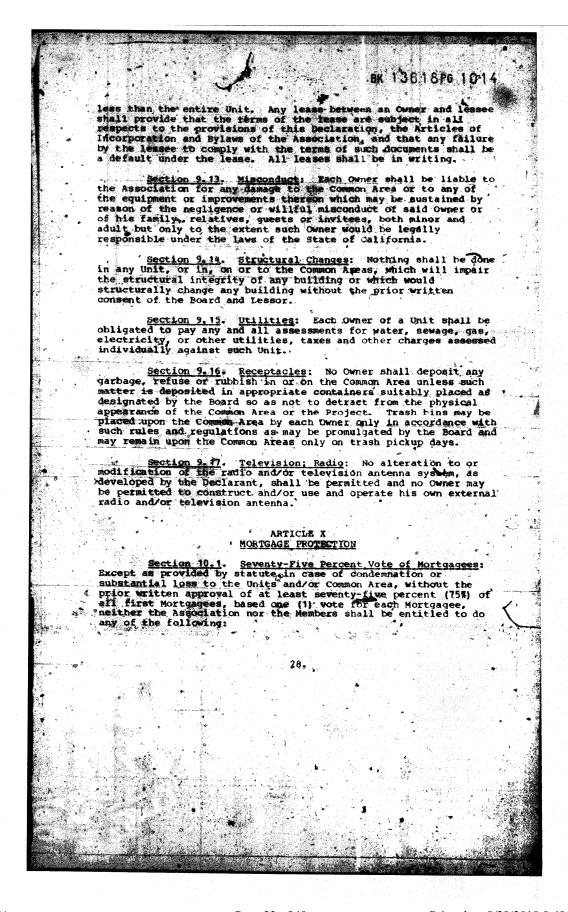
(b) In the event that a lien or encumbrance not covered by California Civil Code Section 1357 attaches to all or substantially all of the Project by reason of a judgment or otherwise, the Association shall promptly take the appropriate ates to remove such lien, including, but not limited to, the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free a Project of such liens.

(c) Simultaneously with any action taken pursuant to the above sections, the Association shall levy a apecial assessment against each of the Members whose Condominiums were subject to the lien or encumbrance which caused the Association to act pursuant to said Section equal to each such Member's pro rate share of such lien or encumbrance. In the event that such special assessment is not paid within thirty (30) days of its days date, the Board may effect the remedies of Section 1356 date, the Board may effect the remedies of Section 1356



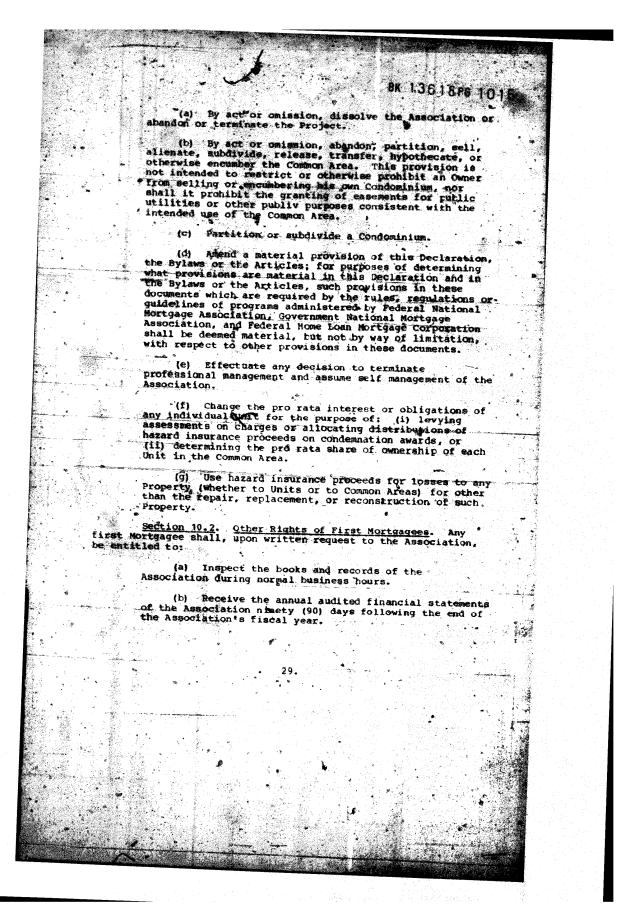


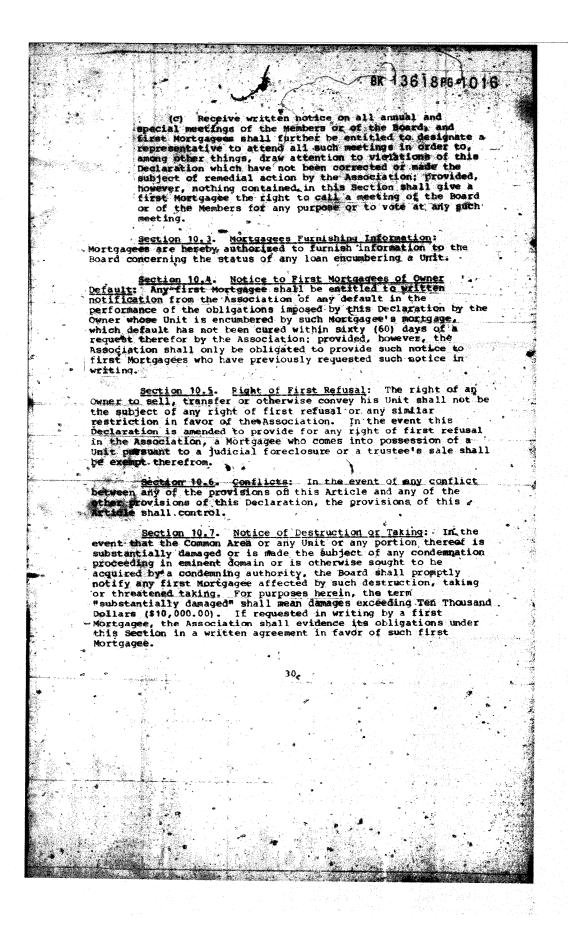
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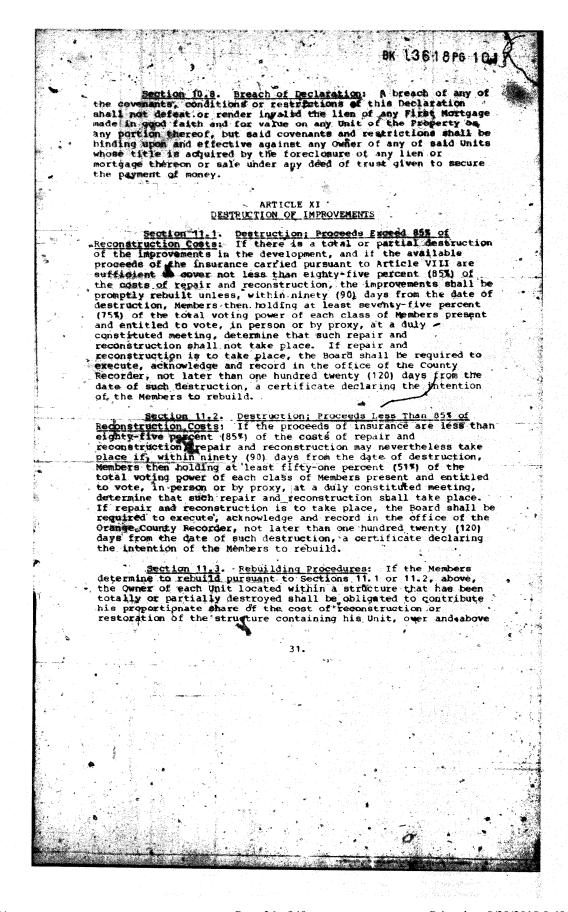
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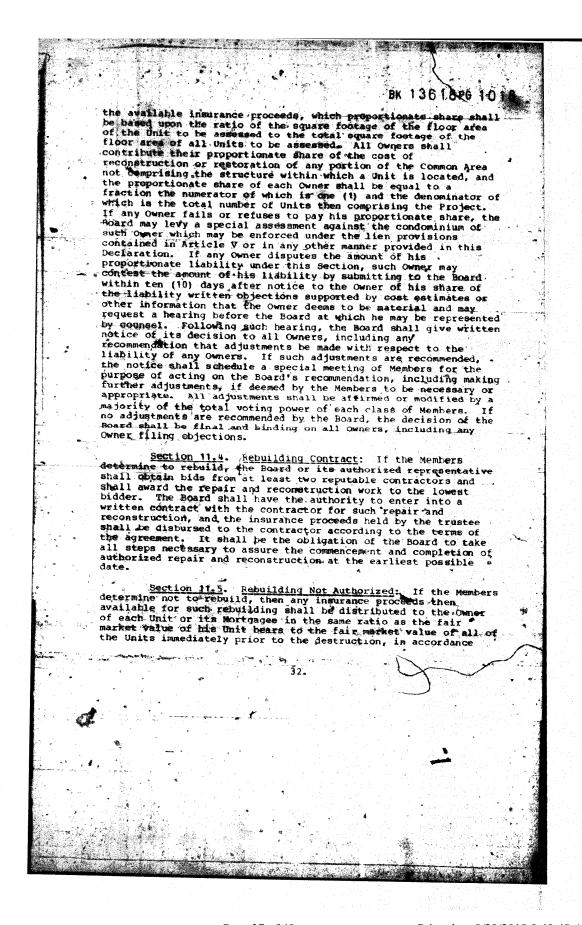


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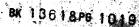


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with normal appraisal techniques. The Board shall have the duty, within one hundred and twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder, a certificate declaring the intention of the Members flot to rebuild.

Section 11.6. Minor Repair and Reconstruction: In any case, the Board shall have the duty to repair and reconstruct improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 11.3 (but without the consent or approaral of Members despite any contrary provisions) in this Declaration.

## ARTICLE XII - CONDEMNATION

Section 12.1. Sale by Unanimous Consent: If an action for condemnation of all for a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners and after written notice to at least seventy-five percent (75%) of all first Mortgagees, the Project, or a portion of it may be sold.

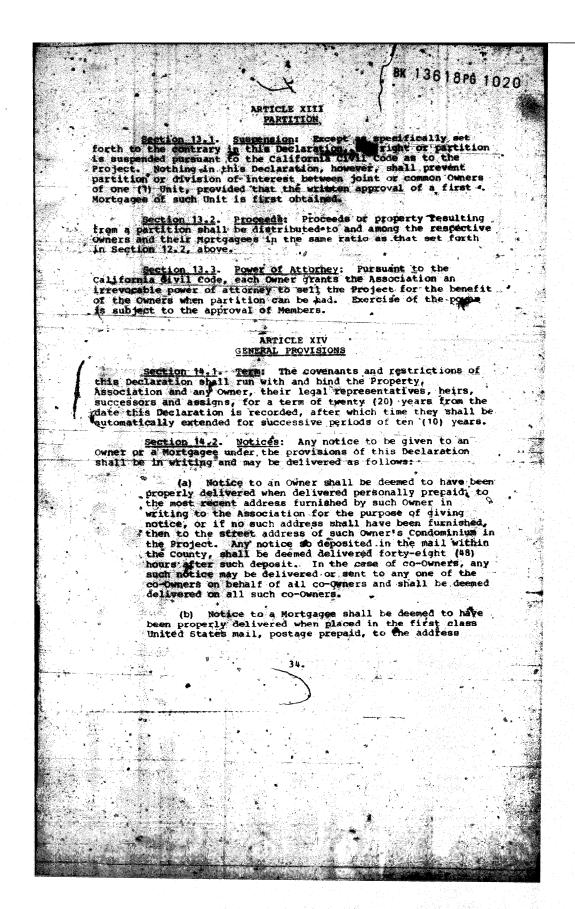
sale occurring under Section 12.1 above, the proceeds shall be distributed to the Owner and the Mortgagees of each Unit as their respective interests may appear in the same ratio as that set forth in Section 11.5, above.

Section 12.3. Distribution of Condemnation Award: If the Broject, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective Mortgages, and in the same ratio as that set forth in Section 11.5, above.

Section 12.4. Fevival of Right to Partition: On sale or on taking that renders more than fifty percent (50%) of the Units in the Project uninhabitable, the right of any Owner to partition through legal action shall revive immediately.

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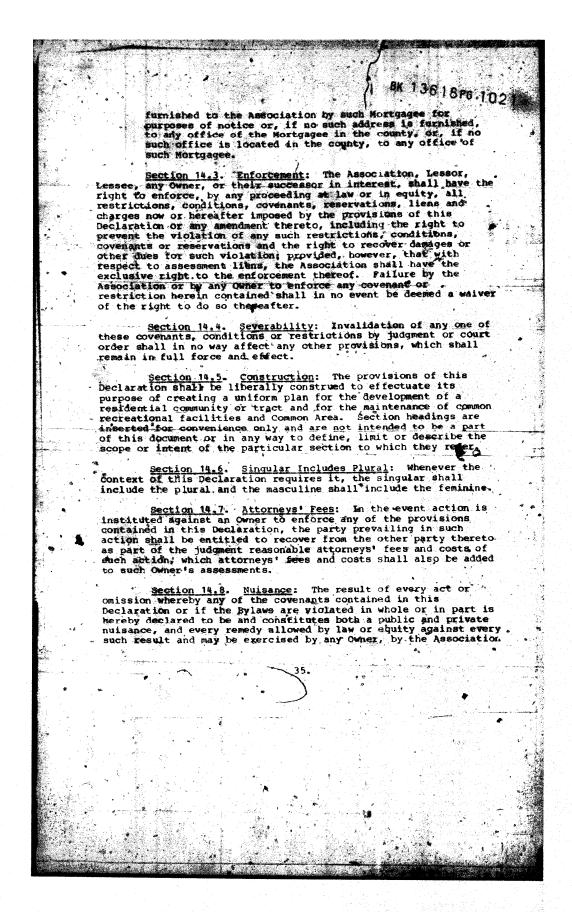


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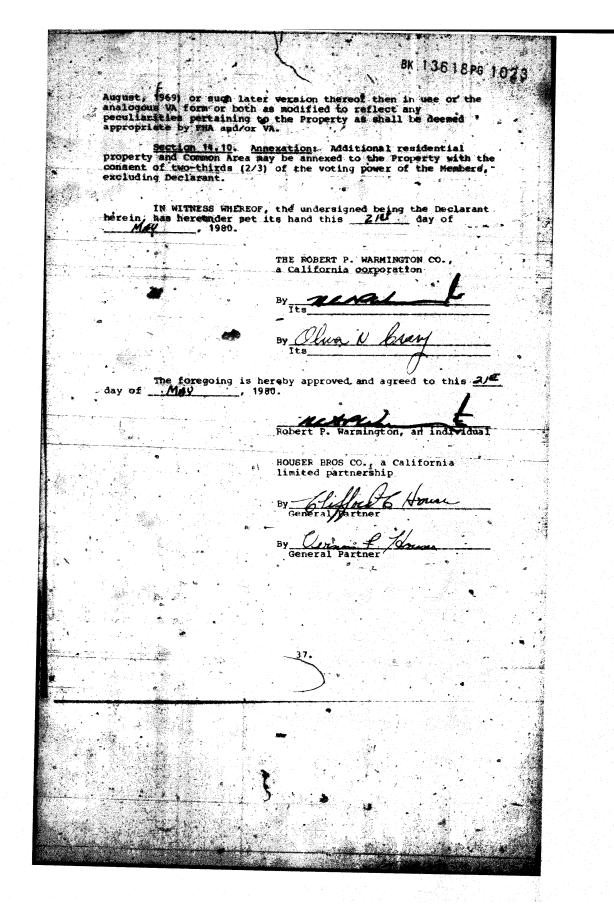
its successors in interest, or by the County of Orange or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

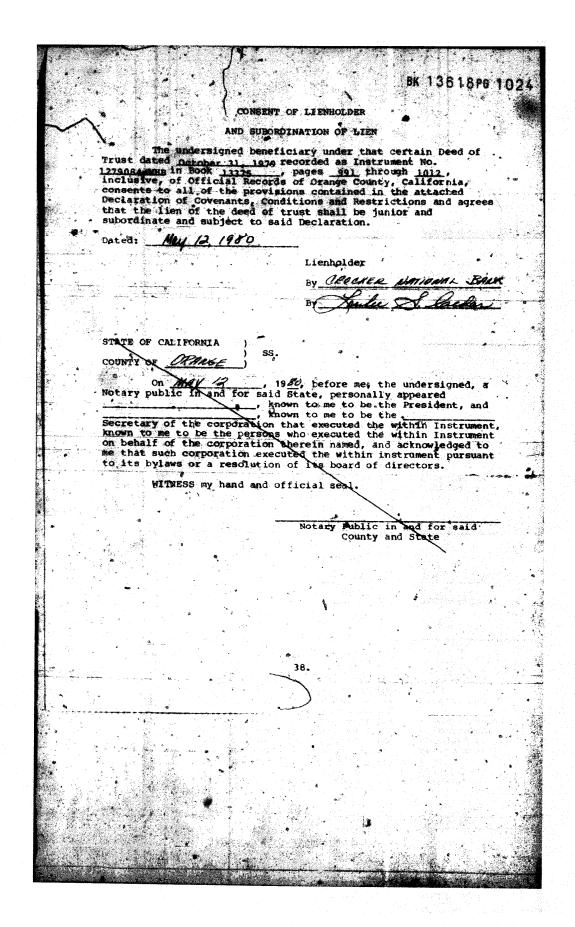
Section 14.9. Amendments: Unless otherwise provided for herein, this Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote off not less than seventy-five percent (75%) of the voting power of the Members and Lessor, excluding the Declarant; provided, however, that atthough Declarant has not obtained the Veterans' Administration ("VA") or Federal Housing Administration ("FHA") approval in connection with the development of this Project, such approval may be sought by Declarant. In the event that the VA or FHA approval is so sought for the purpose of having FHA and/or VA insure or guarantee any mortgage or providing any form of assistance within the purview of such agencies with respect to this Project, the rules and regulations providing any form or assistance within the purview or such agencies with respect to this Project, the rules and regulations of FHA and/or VA, as the same exist at the date of recording of this Declaration, may require this Declaration to be amended in certain respects and additionally will require that FHA and/or VA participate in certain decisions affecting the Project and management of the Association. Therefore, effective as of the date this Project receives FHA and/or VA approval, this Declaration is thereby amended as follows without the necessity of any vote or written assent of the Owners'or Mortgagees: of any vote or written assent of the Owners or Mortgagees:

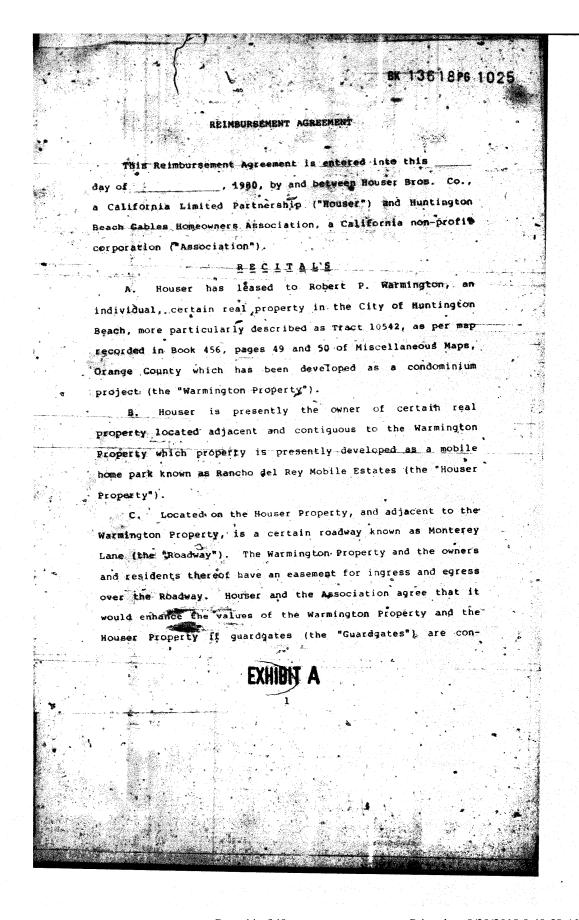
- (a) The following actions will require the prior approval of the FHA and/or VA:
  - (1) Alteration of any Unit, construction of additional improvements, the establishment of additional licenses, reservations and rights-of-way, or alteration of construction plans and designs by Declarant.
  - (2) Merger or consolidation or dissolution of the Association.
  - (3) Any amendment or modification of this Declaration, the Articles or By-Laws.
- The Association shall submit to PHA and/or VA, (b) The Association shall submit to FHA and/or VA, sixty (60) days prior to the beginning of each fiscal year of the Association, for their review and approval, as the case may be, a budget of the expenses for the ensuing fiscal year, on the FHA and/or VA model form of budget, indicating the amount of assessments contemplated for the next fascal year period.

In the event the FHA, VA, or both, approve the Project as provided herein, if requested to do so by FHA and/or VA, the Board shall be automatically authorized and shall be obligated to execute a Regulatory Agreement on PHA Form No. 3278 (revised.

Desc







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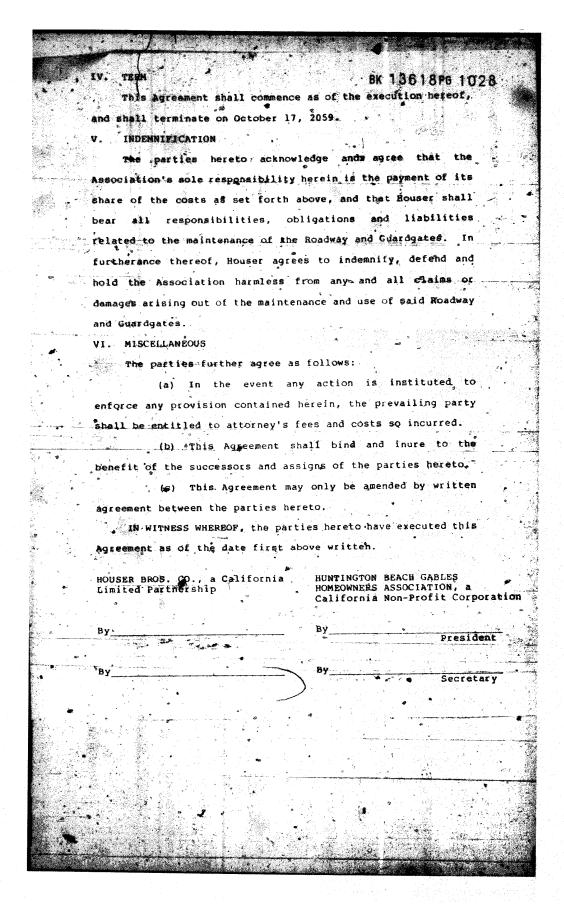
- gate. Houser agrees to obtain and maintain in force during the term hereof, a policy or policies of comprehensive public liability insurance of not, less than One Million Bollars (\$1,000,000.00), insuring Houset, the Association and all owners of the Warmington Property.
  - (c) Maintenance and repair of Guardgate.
  - (d) Maintenance and repair of the Roadway.
  - (e) Street lighting for the Roadway,

Houser agrees to obtain bids for said Costs and to submit same to the Association for its review and approval. In addition, Houser shall make available, for inspection by the Association during all normal business hours, the books and records of Houser related to the maintenance of the Roadway and Guardgates.

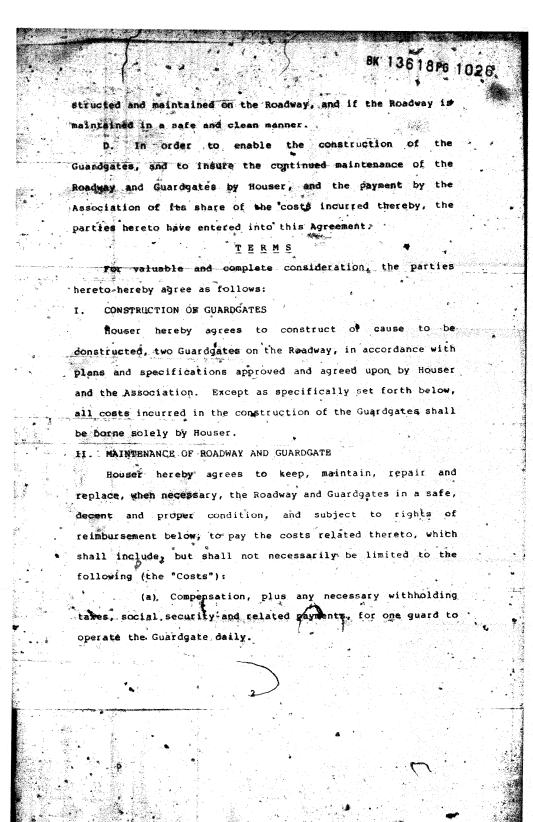
III. REIMBURSEMENT FOR COSTS

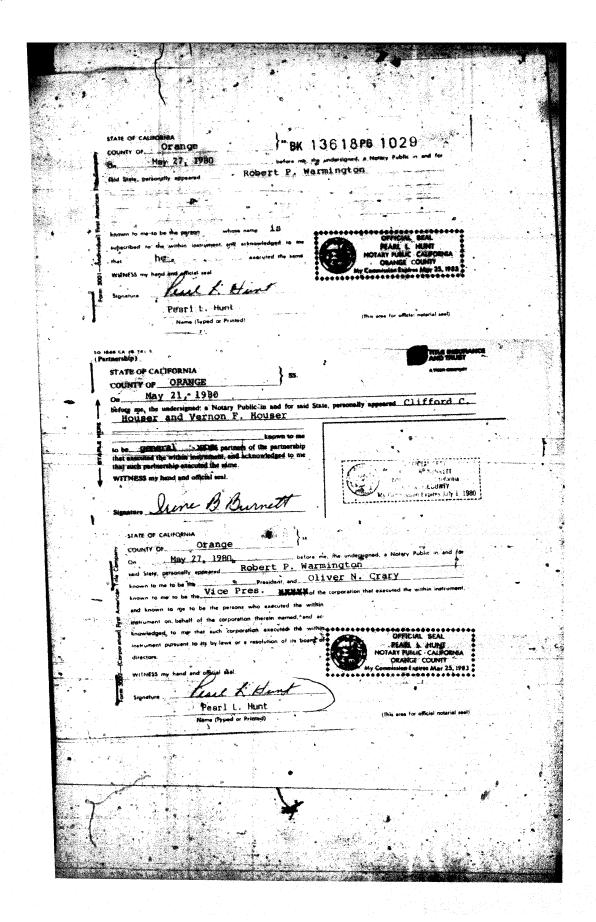
During the term hereof, the parties hereto agree that the Association shall pay over to Houser, upon receipt of invoice therefor, the Association's share of the Costs actually incurred, which shall be an amount equal to 80/459 of said Costs, but not to exceed Four Hundred Dollars (\$400) per month during the salendar year 1980, and thereafter not to exceed Four Hundred Dollars (\$400.00) per month plus an annual percentage increase based on the percentage increase, if any, for each ensuing calendar year period, in the Consumer Price index, all items, Los Angeles-Long Beach area Standard Metropolitan Statistical area, as published by the United States Department of Labor, Bureau of Labor Statistics.

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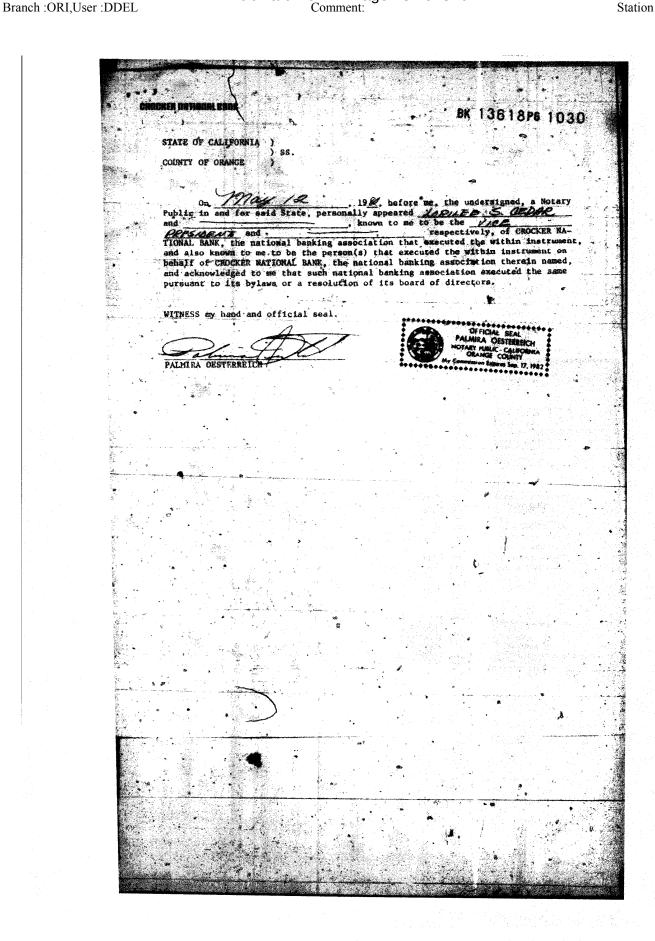
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REQUESTED BY

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WHEN RECORDED RETURN TO:

MESERVE, MUMPER & HUGHES 5190 Campus Drive Newport Beach, CA 92660

Attn: Frank D. Stiefel

\$6.00 C1

BK 13690PG 109:

RECORDED IN OFFICIAL RECORDS
OF DRANGE COUNTY, CALIFORNIA

AUG 5'80 -3 00 P.M.

LEE A. BRANCH, County Recorder

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE HUNTINGTON BEACH GABLES

> Tract 10542 City of Huntington Beach Orange County, California

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this 30 day of 1980, by THE ROBERT P. WARMINGTON CO., a California corporation ("RPW Co."), HOUSER BROS. CO., a California limited partnership ("Houser") and ROBERT P. WARMINGTON, an individual ("Warmington").

WHEREAS, Houser is the owner of the fee interest in the following described property (the "Property"):

Lots 1 and 2 of Tract No. 10542 as per map recorded in Book 456, Pages 49 and 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California; and

WHEREAS, Warmington is the lessee of the Property; and

WHEREAS, RPW Co. is the sublessee and the developer of the improvements constructed on the Property, and is also the Declarant as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded May 28, 1980, in Book 13618, pages 982 through 1030, inclusive, Official Records of Orange County, California (the "Declaration"); and

WHEREAS, Warmington and RPW Co. intend to assign, convey and set over to ultimate consumers, various leasehold and fee interests in the Condominium Units, as defined in the Declaration, which collectively shall constitute the Condominium to be acquired by said consumer; and

WHEREAS, Warmington, Houser and RPW Co. desire to clarify the Declaration to insure that the interests so conveyed are inseparable and constitute the entire interest to be conveyed, which clarification requires an amendment to the Declaration.

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NOW THEREFORE, Warmington, Houser and RPW Co., do hereby declare as follows:

- That collectively they are the sole owners of the Property as their interests may appear.
- That they retain the exclusive and sole right to amend the Declaration.
- 3. That, in furtherance of the foregoing, the following amendments are hereby made to the Declaration:
  - (a) Section 1.13 of the Declaration is hereby amended to read as follows:

"Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or a lessee or sublessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest."

- (b) Section 2.2 of the Declaration is hereby amended to read as follows:
- "Section 2.2. <u>Elements of Condominium</u>: Each Condominium shall be comprised of the following elements:
  - (a) A leasehold or sub-leasehold estate in a Unit as shown and defined on the Condominium Plan, excepting that portion of a Unit consisting of buildings and other improvements;
  - (b) An undivided one-eightieth (1/80) interest in a leasehold or subleasehold interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion of the Common Area consisting of building and other improvements;
  - (c) An exclusive easement on the leasehold or subleasehold estate referred to in item (b) above, which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit, excepting that portion consisting of buildings and other improvements;

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- (d) A non-exclusive easement and right to use the leasehold or sub-leasehold estate referred to in item (b) above except the Restricted Common Area, excepting that portion consisting of buildings and other improvements;
- (e) A fee interest in that portion of a Unit, as shown and defined on the Condominium Plan, which consists of buildings and other improvements;
- (f) An undivided one eightieth (1/80) fee interest in and to those portions of the Common Area, as shown and defined on the Condominium Plan which consist of buildings and other improvements;
- (g) An exclusive easement on the fee estate referred to in item (f) above which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit which consist of buildings and other improvements;
- (h) A non-exclusive easement and right to use the fee estate referred to in item (f) above except the Restricted Common Area, which consist of buildings and improvements; and
- (i) A membership in the Association."
- All other terms and conditions of the Declaration shall reamin in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day first above written, its effective date.

> THE ROBERT P. WARMINGTON CO., a California corporation

HOUSER BROS., CO., a California

Limited Partnership

Robert P. Warmington

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ORANGE,CA Document: DR 13690.1091

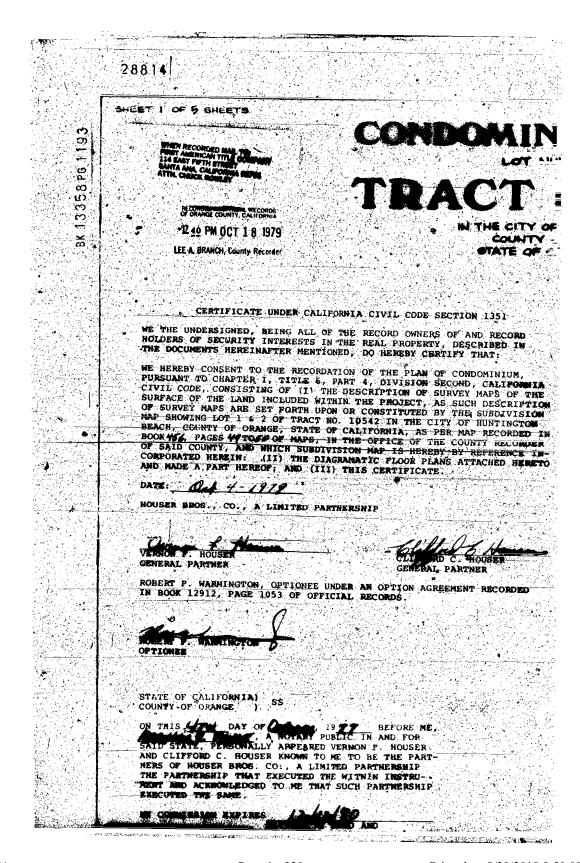
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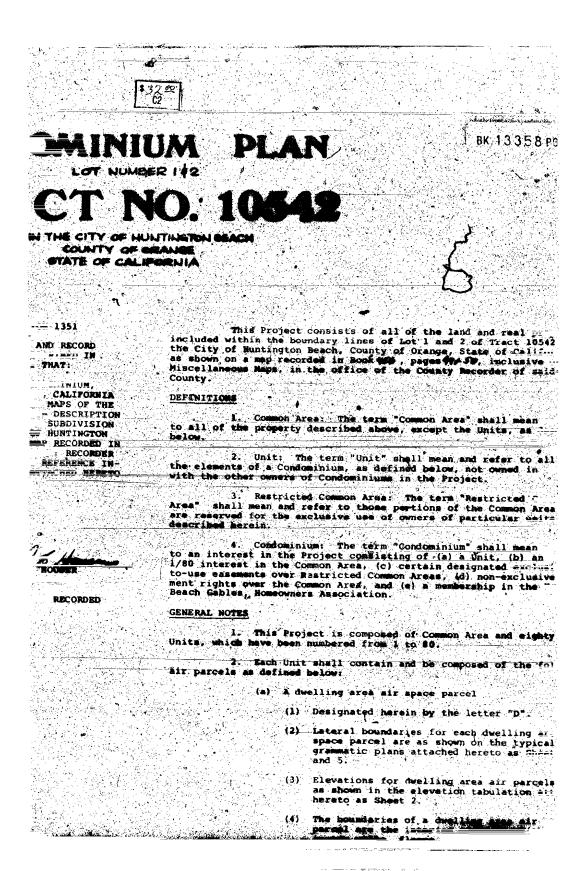
Comment:

445 CA (8-74) (Corporation) 13690P6 1094 A TICOR COS STATE OF CALIFORNIA before me, the undersigned, a Notary Public in and for said Durell State, personally appeared known to me to be the of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the OFFICIAL SEAL within instrument pursuant to its by-laws or a resolution of PEARL L. HUNT NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY its board of directors. WITNESS my hand and official seal. mission Expires Mar 25, 1983 Pour L. Hunt (This area for official notarial scal) TO 1946 CA (8-74 (Partnership) TILE INSURANCE IND TRUST STATE OF CALIFORNIA COUNTY OF OR ANGE 4 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared AND VERNON F known to me of the partners of the partnership BOTH OFFICIAL SEAL that executed the within instrument, and acknowledged to me G. McDONALD that such partnership executed the same. IOTARY PUBLIC-CALIFORNIA WITNESS my hand and official seal. PRINCIPAL OFFICE IN ORANGE COUNTY My Commission Expires June 15 1984 TO 1944 CA (8-74) TITLE INSURANCE (Individual) STATE OF CALIFORNIA ATICOR COMPANY before me, the undersigned, a Notary Public in and for said Warrangton to be the person\_\_\_whose name\_\_\_\_\_\_ \_subscribed to the within instrument and acknowledged that LL OFFICIAL SEAL executed the same. PEARL L. HUNT NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY WITNESS my hand and official seal. ission Expires Mar 25, 1983 eurl L. Bust

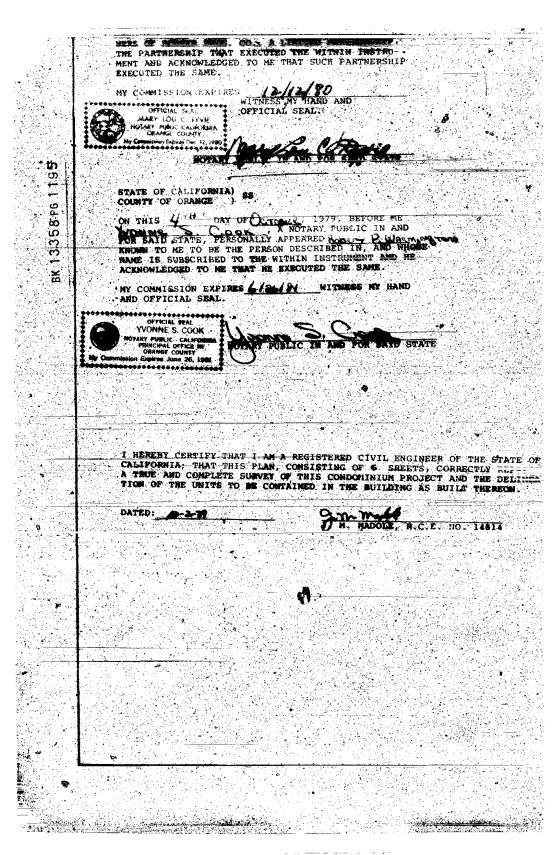
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|  | . (3)             | es shown in the elevation tabulation attached  |
|--|-------------------|--|
|  |                   | hereto as Sheet 2.   |
|  | (4)               | The boardaries of a committing again our space of the parcel are the interior surfaces of the pere |
|  |                   | imeter walls, floors, ceilings, windows and doors thereof, and said air space parcel in-           |
|  |                   | cludes both the surfaces so described and the  |
|  |                   | air space wo encompassed:  |
|  |                   | tio air space parcel   |
|  | b 3               | Designated herein by the letter PP.  |
|  | (2)               | Shall only exist on lower levels   |
|  | (3)               | Shall be owned by and be a part of the Unit  |
|  | (4)               | Lateral boundaries for each patio air space  |
|  |                   | parcel shall be the exterior finished surfaces of the perimeter wall, windows and doors of         |
|  |                   | the adjoining Unit and partition walls, fences and rails where they exist; otherwise, they         |
|  |                   | are the vertical plans at the limits of the  |
|  |                   | horizontal dimensions set forth on the typical diagrammatic plans attached hereto Sheets 4         |
|  |                   | and a  |
|  | (5)               | indicated in note no. & under Elevation Tabulation as shown  |
|  |                   | on that the 2  |
|  | *****             |  |
|  | A G               | arder dir space gareal   |
|  |                   | Designated herein by the letter "G"  |
|  | (2)               | Shall only exist on lower levels   |
| STATE OF                               | (3)               | Shall be owned by and he a part of the tait for which it is designated on the typical              |
| REPRESENTS                             |                   | Classesmentic plans extracted harries at another   |
| DELINEA                                | 141               | 불편하시는, 호텔 등에는 가장하는 가 있다면 한다. 사람이 없는  |
|  |                   | Lateral boundaries for each garage sir space<br>parcel are as shown on the typical diagrammatic    |
|  | •                 | plans attached hereto in Shorts 4 and 5.   |
|  | . (5)             | Blevations for garage air space parcels are as shown in the elevation tabulation attached here     |
|  | A STAN            |  |
|  | (6)               | The boundaries of a garage air space parcel are the interior surfaces of the perimeter walls;      |
|  |                   | floors, ceilings and doors thereof, and said<br>air space percel includes both the surfaces so     |
|  | 1966)<br>(* 1856) | described and the six space so encompassed.  |
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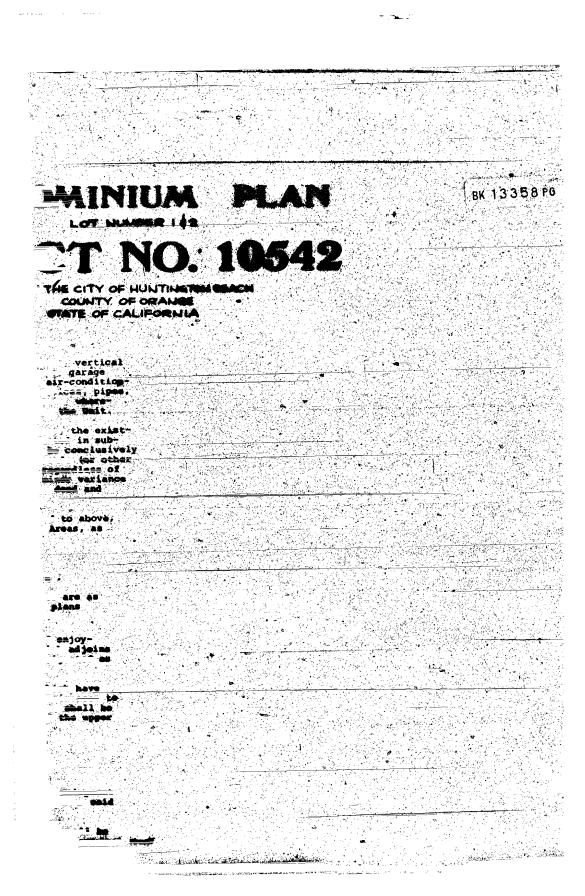
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Comment:

Exhibit Part 2 of 2 Page 191 of 326

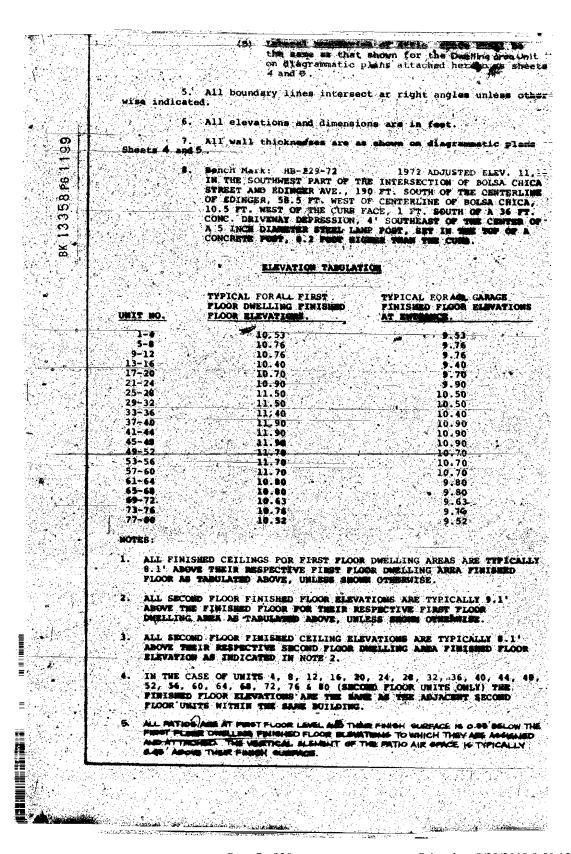
BK 13358 PG 1197 3: The Units do not contain bearing walls, columns, vertical supports, floors, roofs, foundation, railings, fences, gates, garage doors, central heating; central refrigeration and central air-conditioning squipment, reservior tanks; pumps and other central services; pipes ducts, flues, conduits, wires and other utility installations, wherever leasted emospt the outlets thereof then located within the Unit. In interpreting deeds, declarations, and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusipresumed to be its boundaries rather than the motes and bounds for other
description) expressed in the deed, plan or declaration, regardless of
sinor lateral movement of the fullding and regardless of minor variance
between boundaries shown on the condemision plan or in the dead and
declaration and those of the building. e. In addition to the air space parcels referred to above, certain Units include rights to certain Smetricted Common Areas, as (a) Entry Courts and Stairceses. (1) Resignated herein by the letter Lateral boundaries for entry on the typical diagrammatic plans had becate as Sheets 4 and 5. (3) Shall be for the exclusive user and enjoy-ment of the owners of the Unit which adjoins said entry court, and shall be designated as Restricted Course area. Entry courts on those buildings which have upper levels shell also include staircases to said upper levels. Such staircases shell be for exclusive use of the owners of the upper level Units to shick they adjoin. (b) Attic Space (1) Designated herein by the letter Shall be for the excl d boundaries of attic space s 

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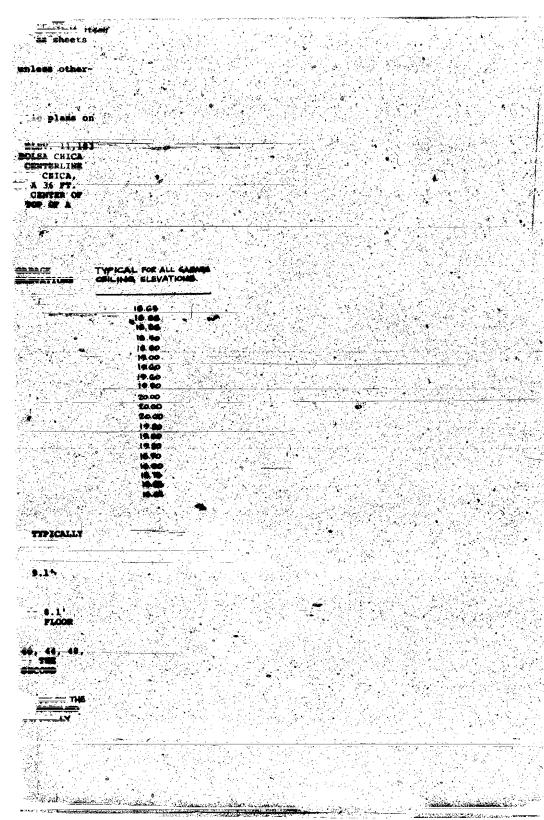
Station Id: DMCL

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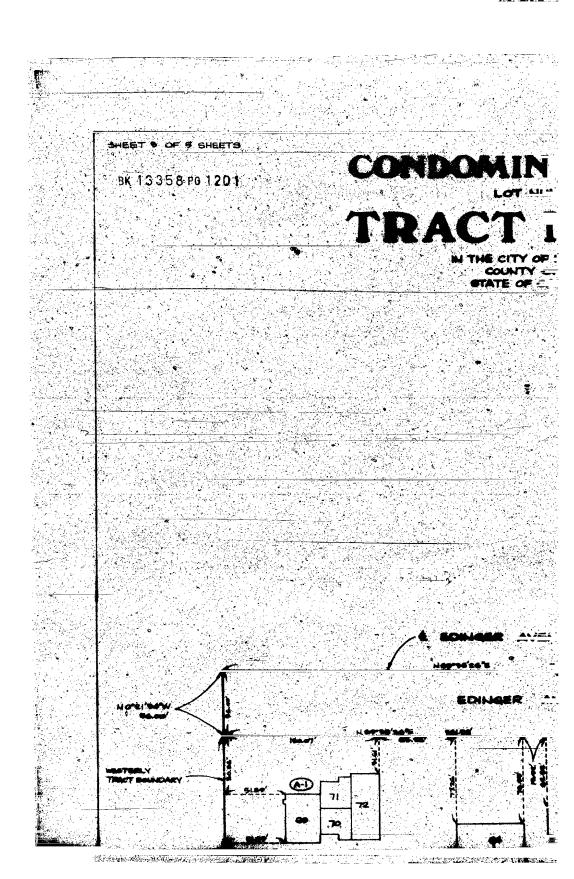


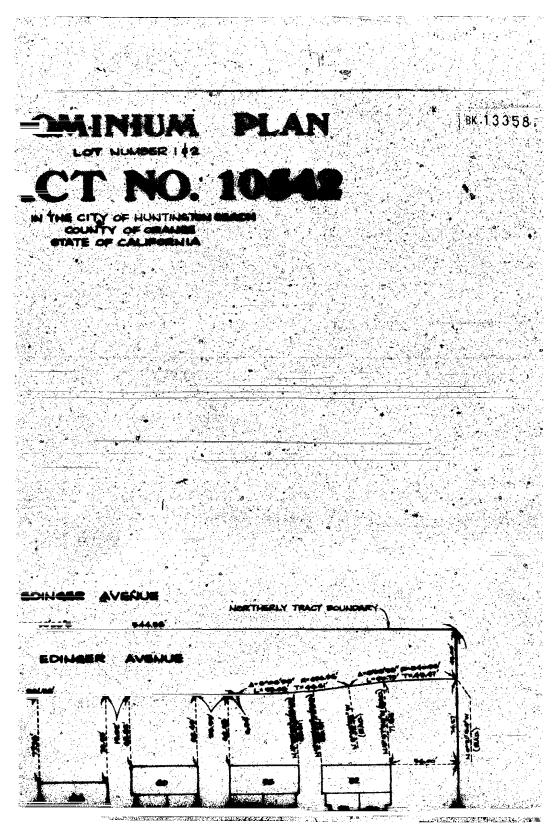
Case 8:21-bk-11710-ES

Station Id: DMCL



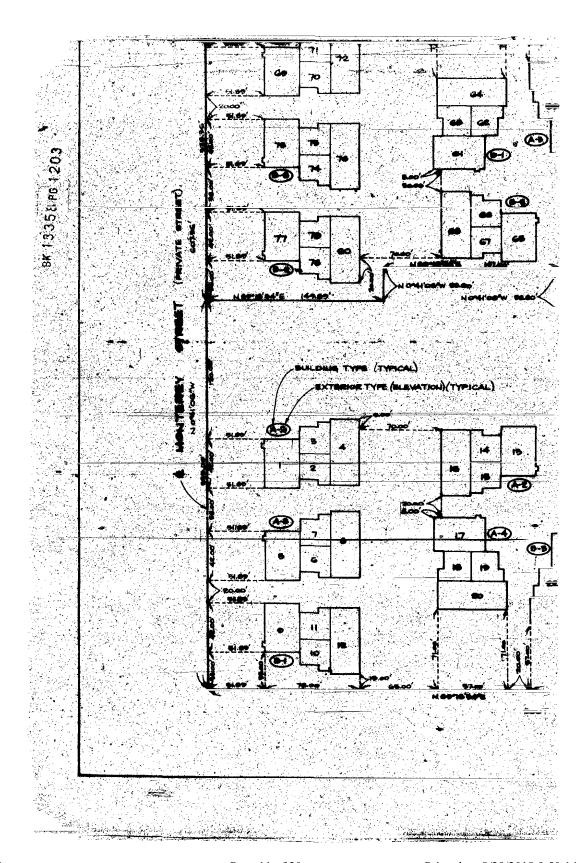
Case 8:21-bk-11710-ES





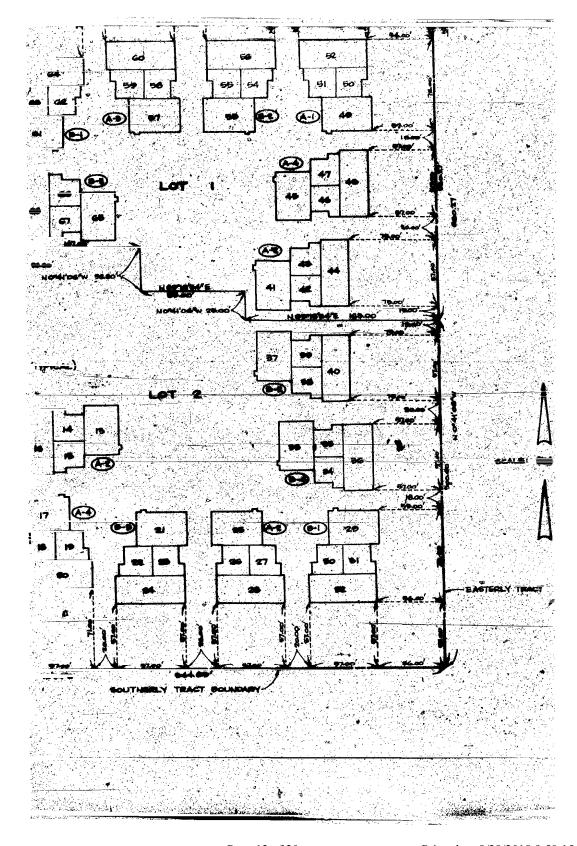
Page 10 of 20

Case 8:21-bk-11710-ES

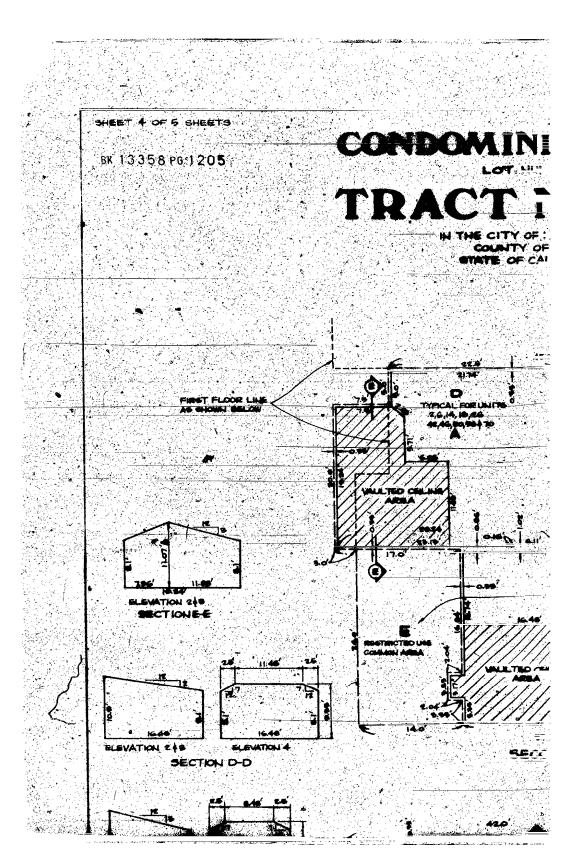


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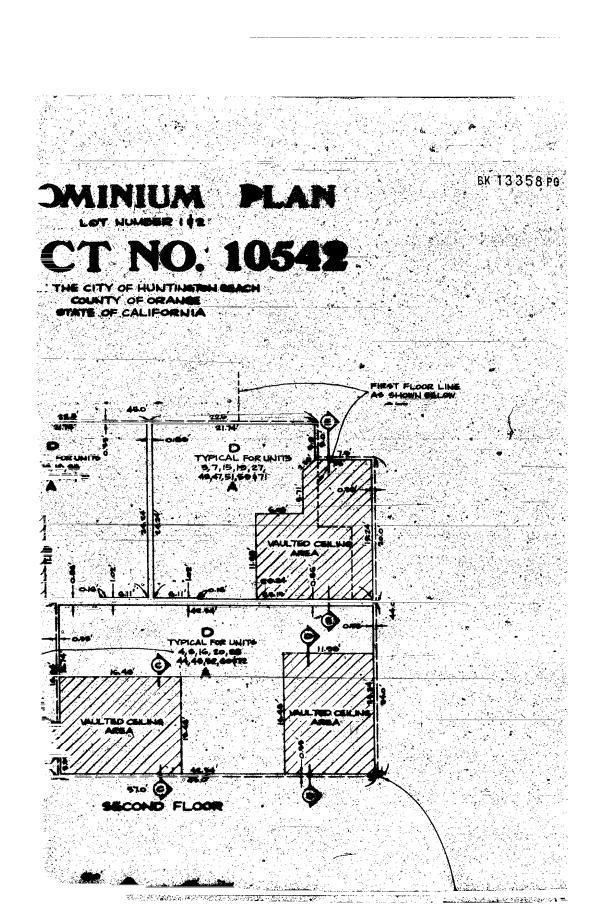


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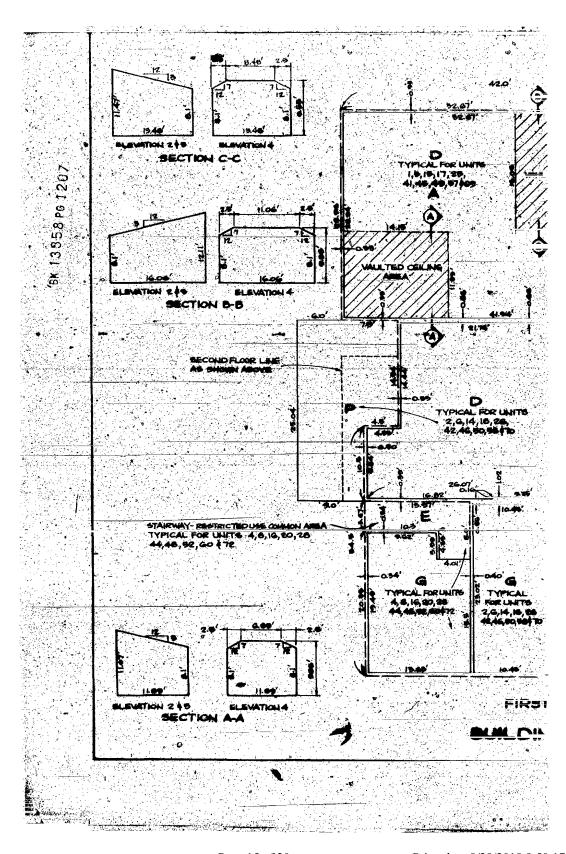


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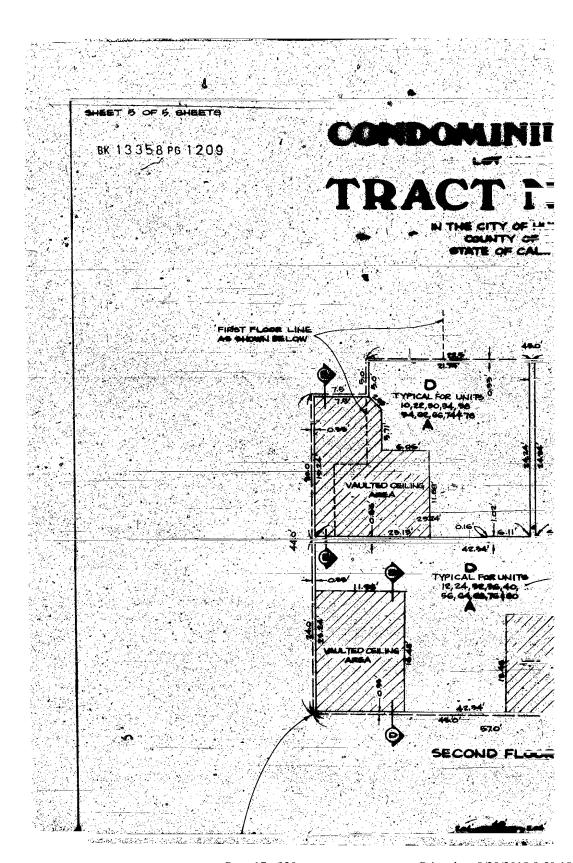


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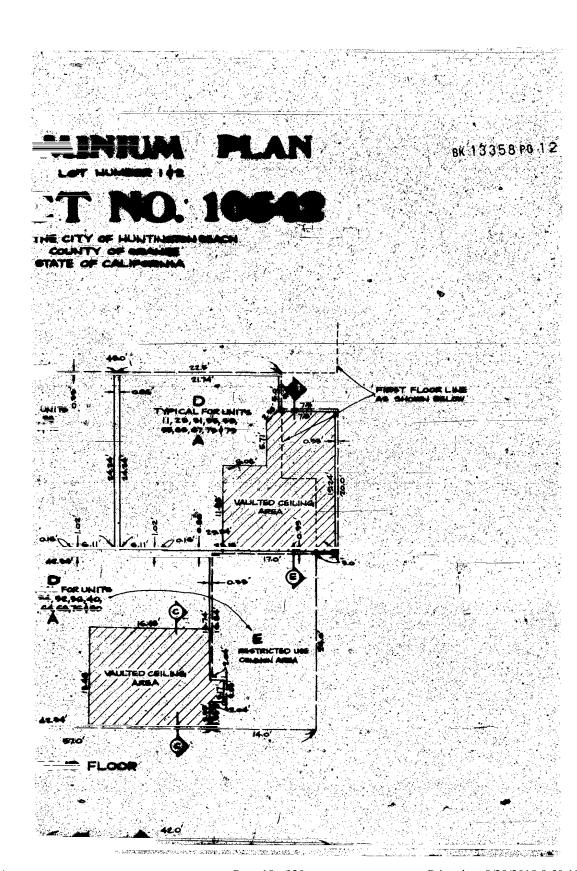
Page 15 of 20

Page 16 of 20

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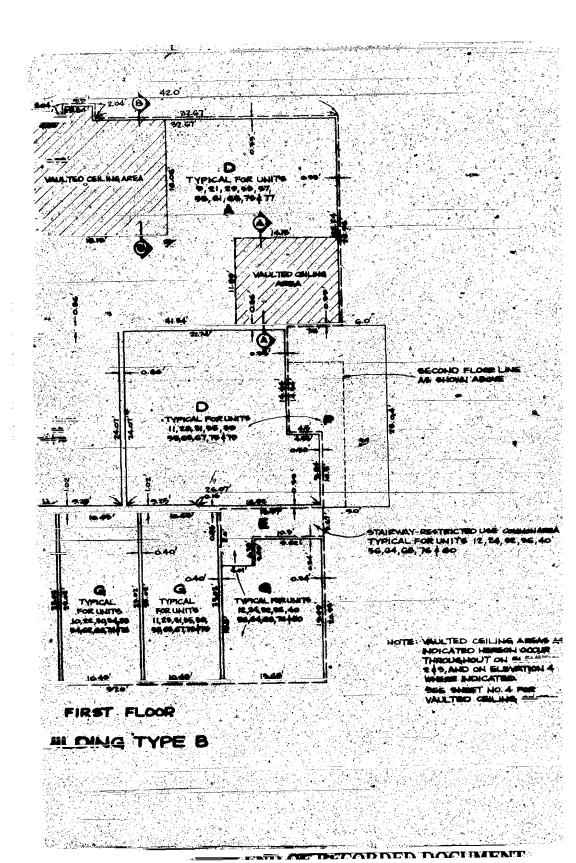
Page 17 of 20



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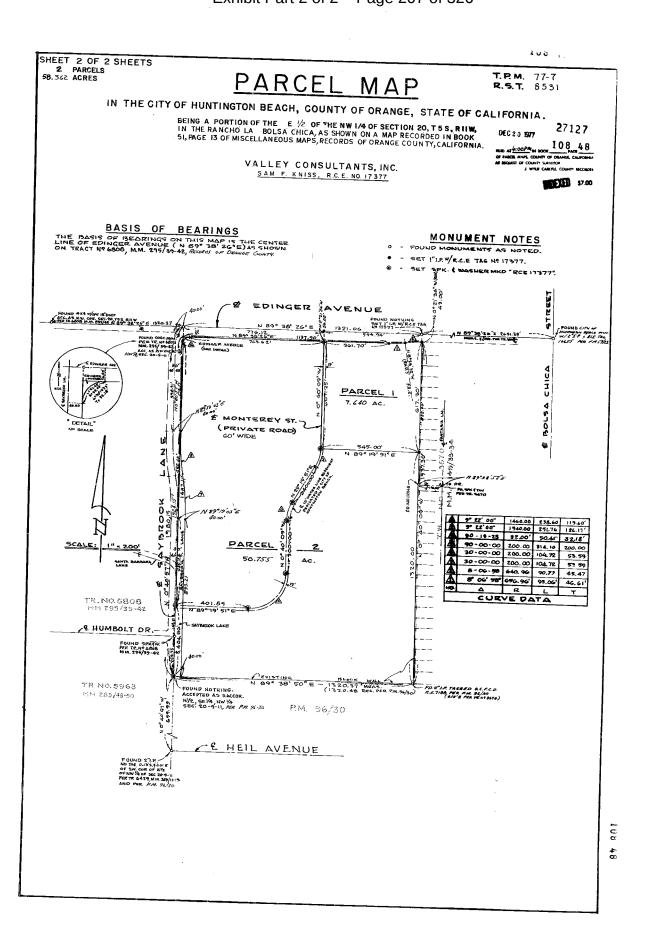
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ORANGE,CA Document: CO 13358.1193 Page 20 of 20

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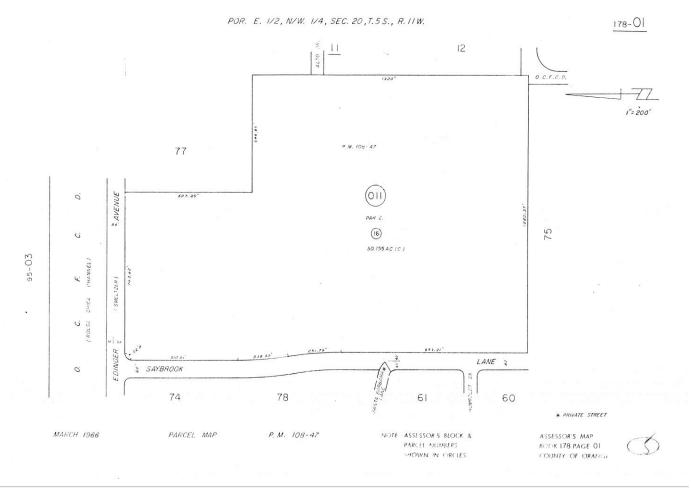


Description: Orange, CA Parcel Map 108.47 Page: 2 of 2 207 Order: ss Comment:



#### my FirstAm® Tax Map

## 16222 Monterey Ln #376, Huntington Beach, CA 92649



### Tax Map

### 16222 Monterey Ln #376, Huntington Beach, CA 92649

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Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

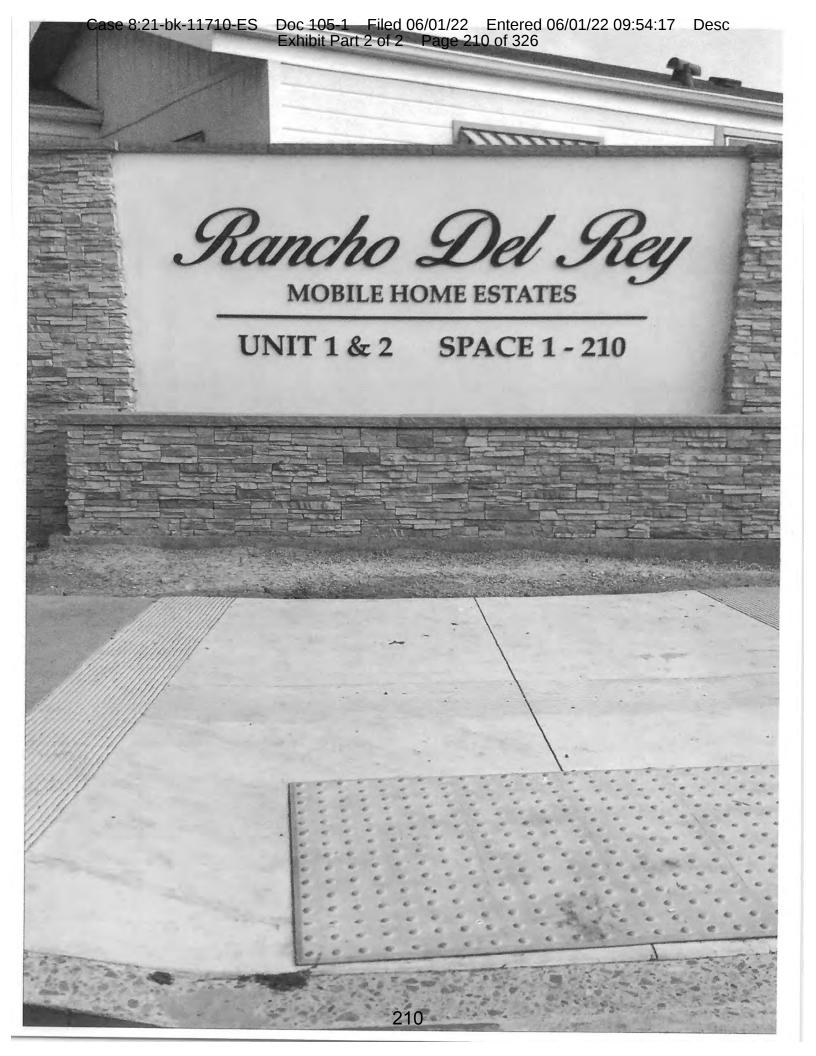
Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

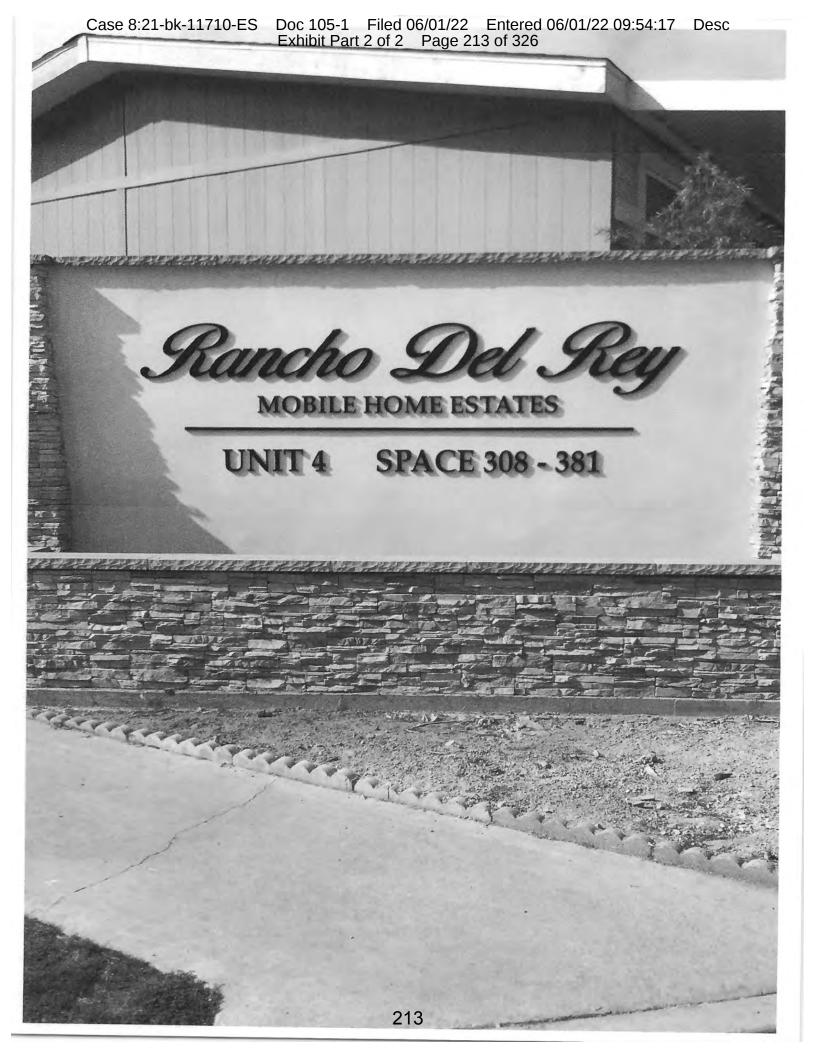
# NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT AUTHORIZATION FOR RELEASE FOR RECORDING

| TO:               | City Clerk Date A 1507                | _ |
|-------------------|---------------------------------------|---|
| FROM:             | PLANNING DEPARTMENT<br>James W. Palin |   |
| TRACT NO.         |                                       |   |
| RECREATION Other: | & PARKS FEES FAID 11. 11. 00          |   |
|                   | 5/12 Jul                              |   |
|                   | (Signature)                           |   |









2 LOTE 5.278 ACRES (ALL OF TENTATIVE) THACT NO. 10842)

Exhibit Ract 2 of 2 Page 214 of 10342

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SAING A SUSDIVISION OF PARCEL I AS SHOWN ON A MAP RECORDED IN BOOK ING PARKE TIF IS OF PUBLICAL MAINS, BECORDS OF DEANER COUNTY, CALIFORNIA.

MADOLS AGGOCIATES, INC.

J.M. MADOLE R.C.E. 14614

I. MAR AGGOCIATE NOVEMBER,1976

1 AF RESISTENCE CHYLL ENGINEER NO. 108 HEREBY CERTIFY THAT
1 AR RESISTENCE CHYLL ENGINEER NO. 108 HO OF THE STATE OF
CALTONNIA, THAT THIS MAP COMESTING OF SHEETS AND
THE TRUE AND COMPLETE SURVEY MADE IN
MICH IT CORRECTLY REPRESENTS HERE BOTH MALE
MY DIRECTION; THAT THE MONUMENTS ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS, INDICATED, OR MILL BE SET IN SUCH
POSITIONS MITHIN MIMETY DAYS AFTER THE ACCEPTANCE OF
HIS BANGEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO
ENABLE THE SURVEY TO BE RETRACED.

gramale Marie

NE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LIND COURSED BY THIS MAP, OO REREST CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS BEKEN MITHIEN THE COLORED BORDER LINE. HAS STREET PLOBECURED TO WE ALSO MARKET CONCAIN TO THE PROPAGATION OF BEACH WE ALSO MARKET CONCAIN TO THE PROPAGATION OF BEACH I. SUBSUPPROPAGATION TO THE SUBTRACE OF TO THE SUBSUPPACE ABOVE THE DEPTH OF 500 FEET.

THE DOMESTIC MATER SYSTEM AND APPURTUANCES AS BROWN ON THE IMPROVEMENT PLANS FOR THIS TRACE,

3. ACCERS BIGHTS IN, OVER, ACRONS, UPON AND TRROUGH THE PRIVATE STPETS MITHIN SAID TRAFT FOR THE PUNDIE OF MAINTAINING, SPEUICHING, CLEANING, RE-FAIRING THE MATER SYSTEM WITHIN SAID TRACT.

NE ALEO HENERY RELEASE AND RELINQUISM TO THE CITY OF MUNTINGTON BEACH!

1. ALL VEHICULAR ACCERS RIGHTS TO EDINGER AVENUE, EXCEPT AT GTROST STREEBCTION. HOUSER ERGS. CO., A LIMITED PARTNERSHIP

GENERAL PARTHER GENERAL PARTHER

STATE OF CALIFORNIA) 85 COUNTY OF GRANGE )

ON THE 21ST DAY OF THE 1979, BEFORE HE.

MAY FOR THE 21ST DAY OF THE PUBLIC IN AND FOR BATE

MAY FOR THE 21ST DAY OF THE PUBLIC IN AND FOR BATE

LIFTOND C. HOUSER, RHOWN TO BE TO BE THE PARTHERS

OF HUMBER BERG. CO., A LINITED PARTHERSHIP, THE

PARTHERSHIP THAT EXECUTED THE MITHIN INSTRUMENT

AND ACCUMULACIONED THE THAT SUCH PARTHERSHIP

EXCUTED THE SAME.

HY CONMISSION EXPIRES HY THAND AND OFFICIAL SEAL.

NOTARY PUPILS IN AND FOR SAID STATE.

MAEL IN 19 C 1 VIEW MODAY CHIEVE ALLOSSINA OF AREA COURTY Macromodulish Lagger Der 12, 1980

ROBERT A WARMINETON, OPTIONNE UNDER AN OPTION AGREEMENT RECORDED IN SOCK 18018, PAGE 1055 OF OPPICIAL RECORDS:

HOBBET & WARMINGTON S

STATE OF CALIFORNIA

CONTRIBUTION OF THE PROPERTY O

LY COMPSHON EXPIRES LY ( WITHESS MY HAND AND OFFICIAL SEAL I

Manager of the state of the sta

PURSUANT TO THE PROVISIONS OF SECTION 84414 (c) OF THE BUILDIVISION MAE ART THE FOLIAMING SIGNATURES HAVE RESE OMNITTED 1. GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EARSTMENT RECORDED IN BOOK 7329, PAUE 892 OF OFFICIAL BUTCHES, BUTCHES IN BOOK 7329, PAUE 892 OF OFFICIAL BUTCHES, BUTCHES AND ALL PROPERTY OF OFFICIAL BUTCHES, BUTCHES OF THE BOOK 9004, PAUE 722 OF OFFICIAL RECORDS.

Pureliant to the provisione of arction eases (f) of the sundividion Mapagy a sole referent by beloe a packard beel no used datad frequency is, for the beat propreted for this departised, the problem and any supplements there to are on the with the city of huntiation deach - building companies.

CITY INCINEER'S CEPTIFICATE

I MERPRY CRRIIFY THAT I NAVE EXAMINED THIS NAN AND BAVE POUND IT TO BE BURSTANTIALLY IN C. NFORWACK WITH THE STRATITUE MAP NA FILKO MITH, AND AND APPROVED BY THE CITY FILANTHO CONSISSION, THAT ALL PROVISIONS OF THE BURNIVERION MAP ACT AND CITY SUBSIVISION FROM INVESTMENT AND ARTHUR AND IN ARTISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THEE 26 th DAY OF July , 1970 .

W Rendel I Les FOUNT OF HUNTINGTON BEACH.

CITY CLERE'S CERTIFICATE

STATE OF CALIFORNIA) SS

DATED THIS 7B DAY OF AUGUST

BY But Date CITY CLERK OF HUNTINGTON NEACH

PLANNING DIRECTOR CERTIFICATE

I, JAMES H. PALIN. ACTIMG SECRETARY TO THE PLAIMING COMMISSION OF THE CITY OF HUN." NOTON BEACH, ORANGE COUNTY, CALIFORNIA, DO HERRAY CERTIFY THAI I HAVE EXAMINED THIS HAF AND FOUND IT TO BE SUBSTAINTAIN THE FARM AS THE THYRATIVE MAR FILED WITH, AMENDED AND APPROVED BY THE CITY HANNING COMMISSION.

GTH DAY OF AUGUS SECRETARY TO THE FIRMING COMMISSION

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UMPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES ON STECLAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES ON STECIAL ASSESSMENTS COLD AS TAXES NOT BY TAYABLE.

DATED THIS 94 \_ DAT OF Queenate ROBERT L. CITRON COUNTY TAX COLLECTOR-TREARURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE TOOMD THE ALL HAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPI MITH AND I AM RATISFIELD SAID MAP IS TECHNICALLY CORRECT RELATIVE THE TRACT MAP BOUNDARY,

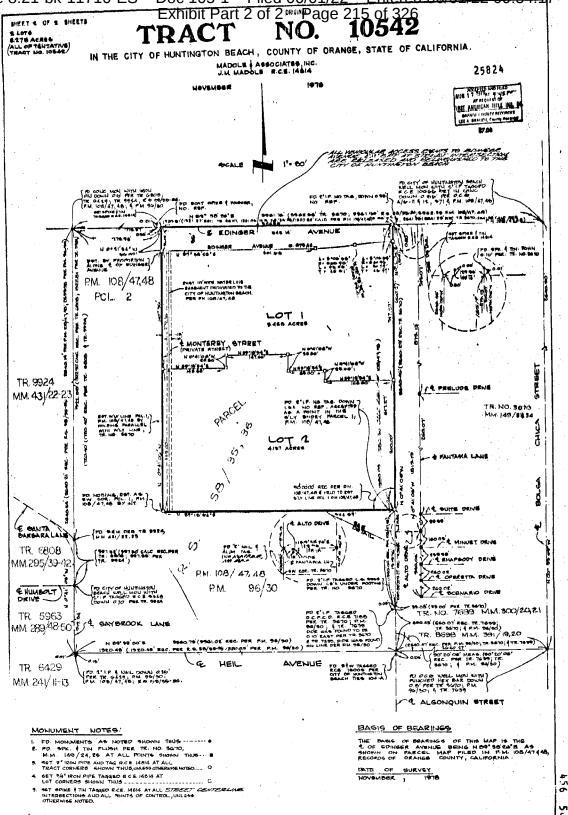
DATED THIS 1774 Poscit Value C. R. HRIADN COUNTY BURNEYOR

COUNTY CLERK'S TAX CERTIFICATE

STATE OF CALIFORNIA) BS

JUNE ALEXANDER

456



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

ROBERT P. WARMINGTON 16592 Hale Avenue Irvine, California 92714

\$5.00

- Committee of the second seco

5K 13383 PG 1868

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA

8:01 A.M. NOV 6 1979

LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

#### COVENANT RUNNING WITH THE LAND

79. THIS INSTRUMENT is made this 19th day of October, 1979, by HOUSER BROS. CO., a California limited partnership ("Houser") whose sole general partners are Clifford C. Houser and Vernon F. Houser.

#### RECITALS

- Houser is the owner of certain real property in the City of Huntington Beach, County of Orange, State of California, described as Parcels 1 and 2 as shown on a Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, of Parcel Maps in the Office of the County Recorder of said County (hereinafter "Parcel 1" and "Parcel 2" respectively).
- B. Concurrently herewith, Houser is leasing Parcel 1 to ROBERT P. WARMINGTON, a married man ("Warmington") by a Ground Lease of even date herewith (the "Ground Lease"), a memorandum of which is being recorded concurrently or substantially concurrently with this instrument.
- Pursuant to the Ground Lease, Warmington may use Parcel 1 to develop thereon single-family residences or condominiums. The Ground Lease further provides that access to Parcei 1 from Edinger Avenue (the abutting public street) is to be had over a portion of Monterey Lane, a private street located on right-of-way easements on either side of the southerly boundary of Parcel 1 with Parcel 2. The maintenance of the portion of Monterey Lane as to which Warmington (and the residents of homes or condominiums to be built by Warmington on Parcel 1) has easement rights is the responsibility of Houser as Landlord under the Ground Lease as provided therein.
- It is the intention of Houser and Warmington that Houser's obligations under the Ground Lease also run with and bind a portion of Parcel 2 and the successive owners thereof as described in this instrument.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, including without limitation, Warmington's execution of the Ground Lease, Houser hereby covered that the foregoing of the constant o enants, declares and agrees that Houser's obligations as

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ORANGE,CA Document: CA 13383.1868 Page 1 of 3

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BK 13383 PG 1869

Landlord concerning Monterey Lane as set forth in Section 7.9 of the unrecorded Option Agreement between Landlord and Tenant, as optionor and optionee respectively, which preceded the execution of the Ground Lease, hereby incorporated herein by reference, are also covenants running with the portion of Parcel 2 described by extending the southerly boundary of Parcel 1 parallel to Edinger Avenue to the westerly boundary of Parcel 2, and every portion of the area so described (the "Covenant Area"), and shall bind the Covenant Area, Houser and Houser's heirs, assigns, repre-Covenant Area, Houser and Houser's heirs, assigns, representatives and successors in interest for the benefit of Warmington and the leasehold estate in Parcel 1 under the Ground Lease and any portions into which it may be divided, by Pacidential Leases (as defined in the Ground Lease) or by Residential Leases (as defined in the Ground Lease) or otherwise. In the event of a breach of the foregoing covenants, or any of them, Warmington may seek any remedy available at law or in equity, including without limitation an action seeking damages, to seek specific enforcement thereof, or to enjoin the breach or continued breach thereof of. It is specifically understood that any of the foregoing remedies may be employed at the option of Warmington, and the failure to do so upon any one or more of any such breach shall not be a waiver of the right to employ any of such remedies upon the continuance of such breach or any subsequent breach. As used in the foregoing, "Warmington" shall include any of Warmington's heirs, successors or shall include any of Warmington's heirs, successors or representatives as well as any assignee or sublessee of warmington's leasehold estate under the Ground Lease in Parcel 1 or any portion into which it may be divided and any leasee under a Residential Lease, Consumer Sublease or Affiliate Sublease (as defined in the Ground Lease); provided, however, lessees under such Residential Leases and sublessees under such Consumer Subleases shall not have the sublessees under such Consumer Subleases shall not have the right to enforce such covenant except on the majority vote of the association of such lessees or sublessees formed by Warmington to manage Parcel 1. If Warmington or such lessees under such Residential Leases acquire the fee interest in all or a portion of Parcel 1, the benefit of the covenant described above shall run in fewer of such fee covenant described above shall run in favor of such fee interests and their successors therein, but subject to the same restriction concerning enforceability by residents of Parcel 1 set forth above. Nothing herein shall relieve Warmington or lessees under such Residential Leases or sublessees under such Consumer Subleases from their obligations to pay for a share in the maintenance of the portion of Monterey Lane used to gain access to Parcel 1.

IN WITNESS WHEREOF, Houser has executed this instrument on the day and year first above written.

HOUSER BROS. CO., a California limited partnership by its general partners

By Clifford 6 House

By Vernon F. Houser

BK 13383 PG 1870

STATE OF CALIFORNIA ) ss. COUNTY OF ORANGE

On this 19th day of Containe , 1979, before me, a Notary Public, personally appeared Clifford C. Houser and Vernon F. Houser, known to me to be the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed

WITNESS my hand and official seal.



Notary Public in County and State

ORANGE,CA Document: CA 13383.1868 Page 3 of 3

Printed on 5/8/2020 11:37:33 AM

# Title Chain & Lien Report

# 4476 Alderport Dr #53, Huntington Beach, CA 92649-2288

| Search Start Da | ate: 01/01/1967   | Start Date:         | 01/01/1967 |                     |             |          |
|-----------------|---|---------------------|------------|---------------------|-------------|----------|
| Search End Dat  |   | End Date:           | 08/03/2020 |                     |             |          |
| Date            | Туре  | Grantor             |            | Grantee             | Document #  | Doc Ref. |
| 11/07/1980      | Plat, County Miscellaneous<br>Plat                          | Houser Bros         |            | Warming ton Robert  | 13824.1253  |          |
| 11/07/1980      | Plat, County Miscellaneous<br>Plat                          | Warmington Robert   |            | Robert P Warming to | 13824.1256  |          |
| 11/07/1980      | Lease   | Houser Bros         |            | Warmington Robert   | 13824.1259  | 121726   |
| 03/22/1983      | Assignment Of Lease<br>Or Sublease                          | Turner John F       |            | Cal State           | 1983.121726 |          |
| 11/07/1980      | Lease   | Warmington Robert   |            | Turner John F       | 13824.1274  | 331538   |
| 05/22/2007      | Assignment Of Lease<br>Or Sublease                          | Walther Virginia    |            | Rider Larry W       | 2007.331538 |          |
| 11/07/1980      | Deed  | Robert P Warming to |            | Warming ton Robert  | 13824.1291  |          |
| 11/07/1980      | Deed  | Robert P Warming to |            | Turner John F       | 13824.1294  |          |
| 11/07/1980      | Deed Of Trust   | Turner John F       |            | 4476 Alderport      | 13824,1299  | 160268   |
| 04/18/1983      | Assig nment   |                     |            |                     | 1983.160268 |          |
| 11/07/1980      | Plat, County Miscellaneous<br>Plat                          | Houser Bros         |            | Warming ton Robert  | 13824.1306  |          |
| 11/07/1980      | Plat, County Miscellaneous<br>Plat                          | Warmington Robert   |            | Robert P Warming to | 13824.1309  |          |
| 01/25/1982      | Lien  | Turner John F       |            |                     | 1982.28038  | 229508   |
| 04/27/1987      | Release   | Turner John F       |            |                     | 1987.229508 |          |
| 03/22/1983      | Deed Of Trust   | Turner John F       |            | Cal State           | 1983.121725 | 158849   |
| 04/15/1983      | Request For Notice  |                     |            |                     | 1983.158849 |          |
| 09/15/1986      | Assig nment   |                     |            |                     | 1986.422792 |          |
| 02/03/1987      | Office Information,<br>(Additional Document<br>Information) | Ticor               |            |                     | N/A         |          |
| 04/23/1987      | Deed Of Trust   | Turner John F       |            | Mercury Sav         | 1987.223072 | 452800   |
| 08/22/1991      | Assignment  |                     |            |                     | 1991.452800 |          |
| 04/27/1987      | Substitution Of Trustee                                     |                     |            |                     | 1987.229509 |          |
| 04/27/1987      | Reconveyance  |                     |            |                     | 1987.229510 |          |
| 04/27/1987      | Assig nment   | Gal State           |            | Turner John F       | 1987.229511 |          |
| 08/20/1987      | Reconveyance  |                     |            |                     | 1987.473448 |          |
| 09/24/1998      | Assignment Of Lease Or<br>Sublease                          | G HB Investors      |            | Wertin Trust        | 1998,644009 |          |
| 09/24/1998      | Assignment Of Lease Or<br>Sublease                          | Wertin Trust        |            | Brief Trust         | 1998.644010 |          |
|                 |   |                     |            |                     |             |          |



Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2Recording the County 325 ange, California

Gary L. Granville, Clerk/Recorder





30.00

19980644010 4:03pm 09/24/98

005 11009904 11 28 RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00

BARRY BRIEF, Trustee c/o Laguna Monarch Group, Inc. 10 Monarch Bay Plaza, Suite B Monarch Beach, CA 92629

9820299 - AS SPACE ABOVE THIS LINE FOR RECORDER'S USE NO TRANSFER TAX OUE Term of Lease less than Documentary Transfer Tax:\_ 99 years

#### MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLEASES

- This Memorandum of Assignment of Ground Lease ("Memorandum") is made and entered into by and between BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995 ("Assignor"), and the BARRY BRIEF FAMILY TRUST DATED MAY 11, 1993 ("Assignee").
- Assignor has assigned to Assignee all of its right, title and interest in and to an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, 5 unrecorded pursuant to the terms and conditions of that certain Assignment and Assumption of Interest in Ground Lease and Subleases dated effective September 24, 1998, by and between Assignor and Assignee (the "Assignment"). The terms and conditions of the Assignment are incorporated herein by this reference.

Executed on John 9, 1998 at Inine California.

"ASSIGNOR"

BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995

By: Barbara Dwertin
Barbara D. Wertin

Its: Trustee

"ASSIGNEE"

BARRY BRIEF FAMILY TRUST DATED MAY 11, 1992

Barry Brief

Its: Trustee

220

STATE OF CALIFORNIA ) COUNTY OF ORANGE

On September 9, 1998, before me, Notary Public, personally appeared BARBARA D. WERTIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their authorized signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

(seal)



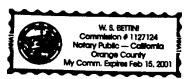


STATE OF CALIFORNIA ) COUNTY OF ORANGE

On 9-10-98 , before me, 0.5. 0.the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his authorized signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

NØTARY

(seal)



# **GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

**CHRISTINE JAMESON** 

COUNTY WHERE BOND IS FILED:

**ORANGE** 

DATE COMMISSION EXPIRES:

AUG 7, 2002

**COMMISSION NO.:** 

1189752

MANUFACTURERS/VENDOR NO.

VSI1

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATE: September 24, 1998

monra

BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

Alta Plain Language Commitment OR-9820299

TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA. COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

#### PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

#### PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2 OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

#### PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

#### PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

#### PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

#### PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

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Alia Plain Language Commitment OR-9820299

TITLE OFFICER - SWIERCZEWSKI

THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

(A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

| UNIT | BOOK  | PAGE | INSTRUMENT |
|------|-------|------|------------|
| 1    | 13754 | 263  |            |
| 2    | 14091 | 1031 |            |
| 3    | 14045 | 118  |            |
| 4    | 13733 | 198  |            |
| 5    | 13760 | 942  |            |
| 6    | 13982 | 417  |            |
| 7    | 13754 | 297  |            |
| 8    | 13726 | 1238 |            |
| 9    | 13822 | 1546 |            |
| 10   | 13773 | 10   |            |
| 11   |       |      | 82-128057  |
| 12   | 13807 | 1569 |            |
| 13   | 13780 | 354  |            |
| 14   | 13797 | 1088 |            |
| 15   | 13780 | 462  |            |
| 16   | 13726 | 1310 |            |
| 17   | 13763 | 259  |            |
| 18   | 13915 | 190  |            |
| 19   | 13997 | 346  |            |
| 20   | 13807 | 1669 |            |
| 21   | 13733 | 278  |            |
| 22   | 13775 | 235  |            |
| 23   | 13803 | 587  |            |
| 24   | 14038 | 692  |            |
| 25   | 13793 | 955  |            |
| 26   | 13814 | 607  |            |
|      |       |      |            |

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Alta Plain Language Commitment

|   |          |                |             | OR-9820299 TITLE OFFICER - SWIERCZEWSKI |
|---|----------|----------------|-------------|---|
|   | 27       | 13789          | 1600        |   |
|   | 28       | 13787          | 1834        |   |
|   | 29       | 13778          | 173         |   |
|   | 30       | 13896          | 1090        |   |
|   | 31       | 14091          | 1139        |   |
|   | 32       | 13726          | 1346        |   |
|   | 33       | 14005          | 1903        |   |
|   | 34       | 14048          | 1460        |   |
|   | 35       | 13861          | 723         |   |
|   | 36       | 13814          | 666         |   |
|   | 37       | 13768          | 1032        |   |
|   | 38       | 13793          | 1179        |   |
|   | 39       | 13818          | 1665        |   |
|   | 40       | 13783          | 1875        |   |
|   | 41       | 13824          | 1312        |   |
|   | 42       | 13867          | 798         | •                                       |
|   | 43       | 13726          | 1102        |   |
|   | 44       | 14072          | 1910        |   |
|   | 45<br>46 | 13789          | 1547        |   |
|   | 40<br>47 | 14066<br>14038 | 756<br>637  |   |
|   | 48       | 13933          | 1529        |   |
|   | 49       | 13825          | 1973        |   |
|   | 50       | 13783          | 1732        |   |
|   | 51       | 13916          | 1672        |   |
| - | 52       | 14094          | 1929        |   |
|   | 53       | 13824          | 1259        |   |
|   | 54       | 13780          | 407         |   |
|   | 55       | 13780          | 514         |   |
|   | 56       | 14094          | 1874        |   |
|   | 57       | 13726          | 1208        |   |
|   | 58       | 14091          | 1084        |   |
|   | 59       | 13787          | 1781        |   |
|   | 60       | 13795          | 966         |   |
|   | 61       | 13803          | 335         |   |
|   | 62       | 13831          | 117         |   |
|   | 63       | 14250          | 1197        |   |
|   | 64       | 14191          | 1652        |   |
|   | 65       | 13726          | 1136        |   |
|   | 66       | 13765          | 1665        |   |
|   | 67       | 13803          | 640         |   |
|   | 68       | 14031          | 1108        |   |
|   | 69       | 13797          | 1038        |   |
|   | 70       | 14091          | 977         |   |
|   | 71<br>72 | 14034          | 1806        |   |
|   | 72<br>73 | 14130          | 1508        |   |
|   | 73<br>74 | 13785          | 1959        |   |
|   | 74<br>75 | 13977          | 569         |   |
|   | 76       | 14091<br>14064 | 923<br>1068 |   |
|   | 70<br>77 | 13726          | 1274        |   |
|   | • •      | 13120          | ,2/7        |   |
|   |          |                |             |   |

Alta Plain Language Commitment OR-9820299
TITLE OFFICER - SWIERCZEWSKI

78 13726 1172
79 14091 869
80 13780 599

(B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

| UNIT      | воок  | PAGE | :     | INSTRUMENT ORIGINAL |
|-----------|-------|------|-------|---------------------|
| SUBLESSEE |       |      |       |                     |
| 1         | 13754 | 243  |       |                     |
| 2         | 14091 | 1066 |       |                     |
| 3         | 14045 | 133  |       |                     |
| 4         | 13733 | 216  | AND   |                     |
|           | 13754 | 52   |       |                     |
| 5         | 13760 | 917  |       |                     |
| 6         | 13982 | 432  |       |                     |
| 7         | 13754 | 312  |       |                     |
| 8         | 13726 | 1256 | AND   |                     |
|           | 13754 | 69   |       |                     |
| . 9       | 13822 | 1561 |       |                     |
| 10        | 13773 | 25   |       |                     |
| 11        |       |      |       | 82-128058           |
| 12        | 13807 | 1584 |       | 10000               |
| 13        | 13780 | 369  |       |                     |
| 14        | 13797 | 1103 |       |                     |
| 15        | 13780 | 477  |       |                     |
| 16        | 13726 | 1328 | AND   |                     |
|           | 13754 | 86   |       |                     |
| 17        | 13763 | 234  |       |                     |
| 18        | 13915 | 205  |       |                     |
| 19        | 13997 | 361  |       |                     |
| 20        | 13807 | 1684 |       |                     |
| 21        | 13733 | 296  |       |                     |
| 22        | 13775 | 250  |       |                     |
| 23        | 13803 | 602  |       |                     |
| 24        | 14038 | 707  |       |                     |
| 25        | 13793 | 970  |       |                     |
| 26        | 13814 | 622  |       |                     |
| 27        | 13789 | 1615 |       |                     |
| 28        | 13787 | 1849 |       |                     |
| 29        | 13778 | 188  |       |                     |
| 30        | 13896 | 1125 |       |                     |
| 31        | 14091 | 1154 |       |                     |
| 32        | 13726 | 1364 | AND   |                     |
|           | 13754 | 120  | מאווי |                     |
| 33        | 14005 | 1919 |       |                     |

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| Alta Plain<br>Language Commitment |                |            | OR-9820299 TITLE OFFICER - SWIERCZEWSKI |
|-----------------------------------|----------------|------------|---|
| 34                                | 14048          | 1475       |   |
| 35                                | 13861          | 738        |   |
| 36                                | 13814          | 681        |   |
| 37                                | 13768          | 1047       |   |
| 38                                | 13793          | 1194       |   |
| 39                                | 13818          | 1680       |   |
| 40                                | 13783          | 1800       |   |
| 41                                | 13824          | 1327       |   |
| 42                                | 13867          | 813        |   |
| 43                                | 13726          | 1120       |   |
| 44                                | 14072          | 1925       |   |
| 45                                | 13789          | 1562       |   |
| 46                                | 14066          | 771        |   |
| 47                                | 14038          | 652        |   |
| 48                                | 13933          | 1544       |   |
| 49                                | 13826          | 1          | ,                                       |
| 50                                | 13783          | 1747       |   |
| 51                                | 13916          | 1687       |   |
| 52                                | 14094          | 1944       |   |
| 53                                | 13824          | 1274       |   |
| 54                                | 13780          | 422        |   |
| 55                                | 13780          | 529        |   |
| 56                                | 14094          | 1889       |   |
| 57                                | 13726          | 1226       |   |
| . 58                              | 14091          | 1099       |   |
| 59                                | 13787          | 1796       |   |
| 60                                | 13795          | 981        |   |
| 61                                | 13803          | 350        |   |
| 62                                | 13831          | 132        |   |
| 63                                | 14250          | 1212       |   |
| 64                                | 14191          | 1667       |   |
| 65                                | 13726          | 1154       |   |
| 66                                | 13765          | 1660       |   |
| 67                                | 13803          | 655        |   |
| 68                                | 14031          | 1123       |   |
| 69                                | 13797          | 1053       |   |
| 70                                | 14091          | 992        |   |
| 71<br>72                          | 14034          | 1821       |   |
| 72 73                             | 14180          | 1523       |   |
| 73<br>74                          | 13785          | 1974       |   |
| 74 75                             | 13977          | 584        |   |
| 75<br>76                          | 14091          | 938        |   |
| 70                                | 14064          | 1083       |   |
| 78                                | 13726<br>13726 | 1292       |   |
| 78<br>79                          | 14091          | 1190       |   |
| 80                                | 13780          | 884<br>614 |   |
| 30                                | 13700          | 014        |   |

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Alta Plain Language Commitment OR-9820299

TITLE OFFICER - SWIERCZEWSKI

NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST UNDER SAID SUBLEASE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

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Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 | Page 229 of 326

8691

BK 13824PG 1253

\$ 5.00

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

Houser Bros. Co. 17610 Beach Boulevard Suite 32 Huntington Reach, California

MECORDED AT MEQUEST OF FIRST AMER. TITLE IMS. CO. IN OFFICIAL REGORDS OF OACAGE COUNTY, CALIFORNIA 8:00 A.M. NOV 9. 1989 LEE A. BRANCH, County Russ

#### PARTIAL CANCELLATION OF MASTER LEASE

HOUSER BROS. CO., a limited partnership, as Landlord, and ROBERT P. WARMINGTON, as Tenant, hereby carcel, effective when this instrument is recorded in the Office of the County Recorder of Orange County, California, that certain Ground Lease dated October 19, 1979, a Short Form-Memorandum of which was recorded in Book 13424, Page 499, Official Records of Orange County, California, with respect to those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Reach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit A attached hereto.

IN WITNESS WHEREOF, HOUSER BROS. CO. and ROBERT P. WARMINGTON have executed this instrument as of August 1, 1980.

HOUSER BROS. CO.

ROBERT P. WARMINGTON

EX 13824PC 1254

| STATE OF CALIFORNIA ) :   |   |
|---|---|
|   | ), before me, the undersigned,  |
| a Motary Public in and for s  | aid County and State, personally  |
| appeared VERNON F. HOUS   | _   |
| CLIFFORD C. HOUSER  | , known to me to be   |
| two   | of the partners of the limited  |
| partnership that executed th  |   |
|   | limited partnership executed  |
|   |   |
| CFFICIAL SEAL PEARL & HUNT NOTAKT PUBLIC - CALIFORNIA ORANGE COUNTY My Commission Expires Mar 25, 1983  | Punk f. Hunt  Notary Public in and for said County  |
| [SEAL]  |   |
| STATE OF CALIFORNIA ) SECOUNTY OF ORANGE )  |   |
| On August 1 , 198   | ), before me, the undersigned, a  |
| Notary Public in and for sa   | id County and State, personally   |
| appeared ROBERT P. WARMINGTO  | ON, known to me to be the person  |
| whose name is subscribed to   | the within instrument and   |
| acknowledged that he execut   | - 横子 (64年) (1997年 - 1997年 - 1 |
| OFFICIAL SEAL PEARL L. HUNT NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Commission Esuires Mer 25, 1983 | Pearl J. Bust  Notary Public in and for said County   |

[SEAL]

# EXHIBIT A

# Parcel 1

Unit \( \frac{1}{2} \), as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 1335%, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

#### Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

#### Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

#### Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

Case 8:21-bk-11710-ES

?

Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17

Exhibit Part 2 of 2 Page 232 of 326

BK 13824PG 1256

8692

\$ 5.00

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

The Robert P. Warmington Co. 16592 Hale Avenue Irvine, California 92714

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA 8:00 AM. 1907 W. 1980 LEE A. BRANCH, C

# PARTIAL CANCELLATION OF SUBLEASE

ROBERT P. WARMINGTON, as Landlord, and THE ROBERT P. WARMINGTON CO., a California corporation, as Tenant, hereby cancel, effective when this instrument is recorded in the Office of the County Recorder of Orange County, California, that certain Sublease dated October 19, 1979, a Short Form-Memorandum of which was recorded in Book 13424, Page 504, Official Pecords of Crange County, California, with respect to those portions of Lots 1 and 2 of Tract 10542, in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit A attached hereto.

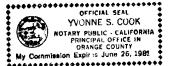
IN WITNESS WHEREOF, ROBERT P. WARMINGTON and THE ROBERT P. WARMINGTON CO. have executed this instrument as of August 1, 1980.

Robert P. Warmington

THE ROBERT P. WARMINGTON CO.

STATE OF CALIFORNIA COUNTY OF ORANGE

On August 1 , 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



[SEAL]

STATE OF CALIFORNIA COUNTY OF ORANGE

On August 1 , 1960, before me, the undersigned, a Notary Public in and for said State, personally appeared OLIVER N. CRARY , known to me to be WILLIAM J. PITTMAN Vice President , and known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL YVONNE S. COOK NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN DRANGE COUNTY My Commission Expires June 26, 1981

Notary Public in and for said

+1

(SEAL)

#### EXHIBIT A

#### Parcel 1

Unit 3 , as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

#### Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

#### Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

#### Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.



my FirstAm®

**Recorded Document** 

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA County: Orange

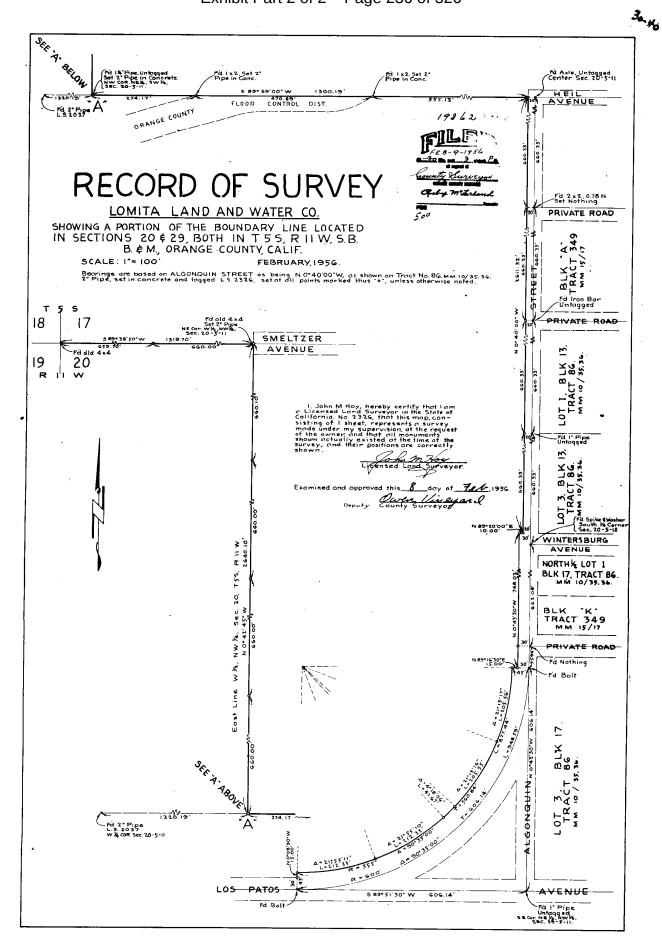
Document Type: Record of Survey - Book.Page

Book: 30 Page: 40

# Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Recorded Document 04/05/2022



Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17

Exhibit Part 2 of 2 Page 237 of 326

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\$ 17.00

Recorded at the Request of and When Recorded Mail To:

Robert P. Warmington 16592 Hale Avenue Irvine, CA 92714 BK 13824PB 1259

NECORDED AT REQUEST OR FIRST AMER. TITLE MIS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA 8-00 A.M. NOV 7 1900 LIE A. MEANCH, COUNTY RESOURCE

No Consideration Lease In For a Definite Term

110-178-011-01

#### GROUND LEASE

THIS GROUND LEASE is made this lat day of August, 1980, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 (herein termed the "Landlord"), and Robert P. Warmington whose address is 16592 Hale Avenue, Irvine, CA 92714.

# $\underline{\underline{W}}$ $\underline{\underline{I}}$ $\underline{\underline{T}}$ $\underline{\underline{N}}$ $\underline{\underline{E}}$ $\underline{\underline{S}}$ $\underline{\underline{S}}$ $\underline{\underline{E}}$ $\underline{\underline{T}}$ $\underline{\underline{H}}$ :

1. PROPERTY LEASED. For and in consideration of 'he payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this Lease by Tenant, Landlord hereby leases to Tenant those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of Californ , as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

#### Parcel 1

Unit 13, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

# Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

#### Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

#### Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

(hereinafter referred to as the "leased land").

#### SUBJECT TO:

- (a) Current taxes and assessments.
- Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.
- 2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Ground Lease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.
- 3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the annual sum of Nine Hundred DOLLARS (\$900) in monthly installments of \$75.00 each, in advance, on the first day of calendar month of said term; provided, however, if said term commences on other than the first day of a calendar month the first installment shall be paid on such commencement date in an appropriately reduced amount. Said rent is subject to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.
- 4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay, prior to the delinquency date thereof, all taxes and general and special assessments of every description which, during the term of this Lease, may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, whether belonging to Landlord or Tenant, and Tenant agrees to protect and hold harmless the Landland and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.
- 5. USE OF LEASED LAND. Tenant shall use the leased land for any purposes permitted under the zoning and other land use laws and regulations applicable thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

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6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of landlord whatsoever.

- 7. MAINTENANCE OF LEASED LAND. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in or to or upon or adjoining the leased land or any structure of other improvement that may be constructed or installed thereon, but Tenant shall, at all times during the full term of this Lease and at its sole cost and expense, keep and maintain all buildings, structures and other improvements on the leased land, if any, in good order and repair, and the whole of the leazed land and all improvements thereto free of weeds and rubbish and in a clean, sanitary and neat condition, and Tenant shall construct, maintain and repair all facilities and other improvements which may be required at any time by law upon or adjoining or in connection with or for the use of the leased land or any part thereof, and Tenant shall make any and all additions to or alterations in any buildings and structures on said premises which may be required and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being, applicable to the leased land, and Tenant agrees to indemnify and save harmless the Landlord against all actions, claims and damages by reason of Tenant's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its nonobservance or nonperformance of any law, ordinance and regulation applicable thereto.
- RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof; shall be damaged or destroyed by fire or other casualty. Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.
- LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against Landlord's title to the leased land, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of Landlord, and Tenant shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Tenant agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord in connection therewith. Landlord shall have the right at

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any time to post and maintain on the leased land such notices as may be necessary to protect landlord against liability for all such lians or otherwise. Notwithstanding anything to the contrary contained in this Article, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, the Tenant shall, at its expense, defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand, indemnifying Landlord aainst liability for same, or if Landlord shall request, Tenant shall procure and record the bond provided for in Section 3143 of the California Code of Civil Procedure, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage or injury of any kind whatspever to the person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges rising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Should Tenant fail or refuse to pay any tax, assessment or other charge upon the leased land when due and payable as provided herein, or any lien or claim arising out of the construction, repair, restoration, maintenance and use of the leased land and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenarts of this Lease, and if after thirty (30) days written notice from landlord to Tenant and to its authorized encumbrancer, if any, Tenant or its said encumbrancer shall fail or refuse to pay and discharge the same, then Landlord may, at its option, pay such tax, assessment, lien, claim, charge or demand, or settle or discharge any action therefor or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection therewith shall be repaid to Landlord by Tenant upon written demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until repaid, and any

default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Notwithstanding the forgoing, if Tenant shall in good faith contest the validity of any tax or assessment levied against the leased land, then Tenant may withhold payment thereof pending settlement of its claim or pay the same under protest; and, in either case, at Tenant's expense, shall defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land.

- 12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this Lease without the prior written consent of Landlord. Notwithstanding the foregoing, this Lease or any right hereunder shall in no case be assigned separate and apart from the Tenants interest in the improvements located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.
- 13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:
- A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of any such trust deed or assignment, the provisions of this Lease shall control.
- B. Any en imbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.
- C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Pecorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.
- D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within ninety (90) days after service of written rotice on the encumbrancer by Landlord

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of its intention to terminate this Lease for such default or breach, shall:

- (a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustes under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and
- (b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by xricise of a power of sale, pursuant to the trust for shall be released or reconveyed thereunder; movided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forebearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Termination".

- 14. TERMINATION. Should Tenant fail to pay any installment of rent or any other sum provided in this Lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of thirty (30) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of sixty (60) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this Lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this Lease.
- 15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not the be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased

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land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

- 16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.
- 17. <u>REMEDIES</u>. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Termination", then notwithstanding Tenant's breach of this Lease and abandonment of the leased land, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:
- A. The right to declare the term hereof ended and with process of law to reenter the leased land and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or
- B. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating this Lease, and to thereafter at any time elect to terminate this Lease and all of the rights of Tenant in or to the leased land.

Should Landlord elect to terminate the Lease, Landlord shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of the rental loss for the same period that Tenant proves could be reasonably avoided, together with

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the rent then unpaid, if any, together with any other remedy permitted under Califonia Civil Code Section 1951,2 or any other similar statute hereafter enacted.

If Landlord shall elect to reenter the leased land under the provisions of A or B above, Landlord shall not be liable for damages by reason of such reentry.

Notwithstanding any other provision of this Lease, Landlord agrees that if the default complained of, other than for the payment of monies, is of such nature that the same cannot be cured within the period specified above, then such default shall be deemed to be cured if Tenant, within such period, shall have commenced the curing thereof and shall continue thereafter with all due diligence to cause such curing and does so complete the same with the use of such diligence.

Each of the terms, covenants, conditions and provisions of Tenant under this Lease is a material consideration for this Lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this Lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this Lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

- 18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.
- 19.  $\underline{\text{HOLDING OVER}}$ . This Lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a

renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

#### 26. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes herei above provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lies of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

- Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this Lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liaility in relation thereto.
- C. Allocation of Award Total Taking. compensation and damages awarded for the total taking of the leased land and Tenant's leasehold interest therein shall be allocated a follows:
  - (a) Tenant shall be entitled to an amount equal to the sum of the following:
    - (i) The then fair market value of all of the improvements located on the leased land; and
    - (ii) The then fair market value of the Tenant's leasehold interest in the leased land.
  - (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

- D. <u>Allocation of Award Pertial Taking.</u> All compensation and damages awarded for the taking of a portion of the leased land shall be allocated and divided as follows:
  - (a) Tenant shall be entitled to an amount equal to the sum of the following:
    - (i) The proportionate reduction of the fair market value of the improvements located on the leased land; and
    - (ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.
  - (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.
- E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the ate of the expiration of the term of this Lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased and immediately thereafter.
- F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair malket male within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by the artitration procedure set forth in the Article entitled "Rental Adjustment".
- 21. RENTAL ADJUSTMENT. Effective January 1, 2000, January 1, 2020 and January 1, 2040, the annual rental payer hereunder shall be adjusted to a sum equal to 8% of the unimproved fair market value of the Leased Land. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the rental, as so adjusted, be less than the initial rental in the Article of this Lease entitled "Rental".
- If, by January 1, 2000, January 1, 2020 or January 1, 2040 (as the case may be), the parties hereto shall have failed to agree upon such adjusted rental, then and thereupon the fair market value of the leased land and the amount of rental to be adjusted in relation thereto, as hereinafter provided, shall be determined by arbitration as follows: within ten (10) days after the date set for determining fair market value, each of the parties hereto shall appoint in writing an arbitrator and give written

notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of In the manner prescribed in the then existing statutes of the State of California applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner) they shall appoint in writing a third arbitrator and give written notice thereof to Landlord and Tenant, and if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes. The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto and the award of a majority of said arbitrators shall determine the questions arbitrated, and a judgment may be rendered by said Superior Court confirming said award or the same may be vacated, modified or corrected by said Court at the instance of either of the parties hereto in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this Lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

- 22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land as to prevent any erosion thereof upon such streets or adjoining property.
- 23. <u>ENCROACHMENTS</u>. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and

height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots fo. the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessess of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

- 24. CONSTRUCTION AND EFFECT. Time is of the essence of this Lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this Lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.
- NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reaso, of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

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26. ESTOPPEL CERTIFICATES. Land ord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to the party or parties. such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default staling the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

#### 27. CONDOMINIUM SUBLEASE.

- Landlord hereby agrees with Tenant for the benefit of the Condominium Owner/Subtenant under any Condominium Subleases that:
  - So long as such Co. dominium Owner/Subtement is not in default in the payment of rental or other charges due under the Condominium Sublease or in the performance of any of the other terms, covenants or conditions of the Condominium Sublease on such Condominium Owner/Subtemant's part to be performed, such Condominium Owner/Subtenant's possession of the int salignat on such Confominium Sublease and Condominium Owner/Subtenant's other rights and privileges under the Condominium Sublease shall not be interfered with by the Landlord, its successors or assigns.
  - (ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Condominium Sublease shall continue in full force and effect as a direct lease between Landlord and the Condominium Owner/Subtenant under the Condominium Sublease upon and subject to all of the terms, covenants and conditions of the Condominium Sublease for the balance of the term thereof remaining, provided that such Condominium Owner/Subtenant attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Condominium Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 27(c) hereof or other charges which such Condominium Owner/Subtenant might have paid

for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Condominium Sublease or by any waiter or forbeatance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

- (b) If, the provisions of the foregoing If, the provisions of the foregoing notwithstanding, a Condominium Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Condominium Owner/Subtenant under such Condominium Sublease and Landlord shall enter into a new lease upon the terms and conditions of the Condominium Sublease for the them remaining halance of the Sublease for the then remaining balance of the term of the Condominium Sublease.
- (c) In the event that such Condominium Subleases in the event that Buch Condominium Subleases shall call for the payment of rent less frequently than quarte annually, the provisions of subparagraph 27(a) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Condominium Owner/Subtenant under the terms of the Condominium Sublease will be paid to a neutral depository, such as a bank, savings and a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

HOUSER BROS. CO., a limited partnership

"Landlord"

"Tenant"

Warmington

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| STATE OF               | CALIFORNIA | ) |    |
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to me to be two of the partners of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

| AAAAAAA                               |                                 |
|---------------------------------------|---------------------------------|
| 400                                   | OFFICIAL SEAL                   |
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| 4                                     | NOTAKI PULLIC - CALIFORNIA      |
| 200                                   | CHANGE COUNTY                   |
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| *******                               | *****                           |

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On August 1 , 1980, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that HE emecuted the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
PEARL L. HL'NT
MOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar 25, 1983

[Seul]

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Recorded at the Request of and When Recorded Maturn To:

Robert P. Warmington 16592 Halc Avenue Tivino, California 92714

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF DRANGE COUNTY, CALIFORNIA

8:00 A.M. NOV 7 1800

LEE A. BRANCH, County Rose

AP 178-011-01

### CONDOMINIUM SUBLEASE

THIS SUBLEASE (hereinafter "lease") is made this lst day of August , 1980, by and between ROBERT P. WARMINGTON, an individual whose address is 16592 Hale Avenue, Irvine, California 92714 (herein termed the "Landlord"), and

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

w' se address is 4476 Al. Aport, Huntington Beach, Ca. 92647 (herein termed the "Tenant").

#### WITNESSETH:

That whereas Tenant is concurrently acquiring certain interest in Condominium Unit 53 on Lots 1 and 2 of Tract 10542 as shown on a map recorded in Book 456 Pages 49 and 50 Official Records of Orange County California consisting of buildings and other improvements located on Lots 1 and 2 of Tract 10542, which buildings and other improvements are and other improvements. and other improvements are and shall remain real property.

- 1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this lease by Tenant, Landlord hereby subleases to Tenant
  - (i) Unit 51, (the "Unit") as shown and defined on that certain Condominium Plan recorded in Book 13358 Pages 1193 et seq., Official Records of Orange County, California (the "Condominium Plan"), excepting therefrom all buildings and other improvements. improvements:
  - (ii) An undivided one-eightieth (1/80) interest in the Common Areas (as defined in the Condominium Plan, excepting therefrom all buildings and other improvements;
  - (iii) An easement for the exclusive use and occupancy of those portions of the Restricted Common Area (as defined on said Condominium Plan) for entry and staircases and attic space relating to said Unit, excepting therefrom all buildings and other improvements:

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(iv) A non-exclusive easement and right to use the Common Area (as defined on said Condominium Plan), except the Restricted Common Area, excepting therefrom all tuildings and other improvements.

It is understood that "ouser Bros. Co.. a California limited partnership (hereinafter the ".. ster Lessor") and Landlord have entered into a Ground Lease dated as of August 1, 1980 which is being recorded concurrently herewith (the "Master Lease") as lessor and lessee, respectively. This lease shall be subject and subordinate to the Master Lease, provided that, pursuant to the Master Lease, Master Lessor has agreed not to disturb the subleasehold estate of Tenant in the event of a default under the Master Lease. Tenant acknowledges receipt of a copy of the Master Lease prior to Tenant's execution of this lease. The Unit is one unit in a Condominium Project (the "Project") constructed on the leased land and governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Book 13618, Page 982, Official Records of Orange County, California as amended.

### SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.
- 2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Condominium Sublease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.
- RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the sum of One Thousand Five Hundred DOLLARS (\$1,500) per year, in quarterly instailments of \$375 each in advance, on the first day of the quarter of each calendar year of said term (Provided. however, if the term of this lease commences on a date other than the first day of a calendar quarter, Tenant shall pay an appropriately pro rated amount of such quarterly installments upon the commencement of such term); subject, however, to adjustment at the tire and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.
- TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay and discharge all taxes and general and special assessments of every description which may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, (including its Unit) and upon all rentals payable with respect to the leased land, whether belonging to Landlord, Tenant or the Master

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Lessor, as such taxes and assessments become due and payable during the term of this lease. Terant agrees to protect and hold harmless the Landlord, the Master Lessor and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other charges which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

- 5. <u>USE OF LEASED LAND</u>. Tenant shall use the leased land and its Unit for single family residential use and purpos s incidental thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, or its Unit as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.
- 6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever. Further, Tenant shall comply with all of the terms, covenants and conditions of the Master Lease pertaining to such construction, including, without limitation, the obligation to obtain the approval of the Master Leaser when, and to the extent required by the Master Lease.
- obligated to make any repairs, alterations, additions or improvements in, to, upon, or adjoining the leased land or any improvements that may be constructed or installed on the leased land. As part of the consideration for Landlord entering this Lease, Tenant shall, at all times during the full term of this lease and this solveost and expense, keep, repair and maintain its Unit and those other portions of the leased land and buildings and improvements therein which are the responsibility of Tenant to maintain and repair under the provisions of the eclaration, in clean and sanitary condition and in good order and repair. Tenant shall pay for all water, gas, heat, light, power, telephone and all other utilities and services furnished to its Unit. Tenant shall make payment directly to the utility involved for all separately metered services and shall pay to the management body for the Project the proportionate share of all centrally metered utilities, such proportion to be determined by said management body.

Tenant shall at all times fully comply with and abide by the terms, covenants, restrictions, provisions and conditions of the Declaration and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit

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and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord. Tenant shall further, during the whole term of this Lease, by paying his proportionate share of the common expenses of the Project make, build, maintain and repair all fences, sewers, drains, curbs, roads, sidewalks, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the leased land.

- 8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.
- 9. <u>LIENS AND CLAIMS</u>. Tenant shall not suffer or permit to be enforced against the leased land or its Tenant shall not suffer Unit, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land and its Unit, and Tenant nereby indemnities and agrees to hold handled, and its Unit free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord or Master Lessor in connection therewith, and Landlord and Master Lessor shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself, Landlord and Master Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against landlord the leased land or its Unit, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord and Master Leusor against liability for same; or, if Landlord shall request, Tenant shall

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produce and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land and the Unit from the effect of such lien or claim or action thereon,

- 10. LIABILITIES. Landlord shall not be liable for any loss, damage, injury or claim of any kind whatsoever to any person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.
- 11. LANDLORD PAYING CLAIMS. Neither Land nor the Master Lessor shall be liable for any loss, Neither Landlord damage, injury or claim of any kind or character to any person or property arising from or caused by the use or development of the leased land and the construction of improvements thereon, including, without limitation, any auch loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the being, construction of or material in any structure improvement upon the leased land or in any other "ein; (iii) any defect in soils or in the accompli of soils or in the design and ore : (iv) any act or omission of ints, employees, licensees, Tenant invitee. Cont. As; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agent, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land; and Tenant, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Landlord or the Master Lessor for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord and the Master Lessor entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising

therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlerd and the Master Lessor in connection therewith.

Tenant either individually, or in conjunction with the Tenants of the remaining undivided interests in the leased land or through the management body for Project shall maintain at all times during the term of the Lease, at its expense and in companies aceptable to Landlord:

- (a) Worker's compensation insurance and employer's liability insurance.
- (b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and the Master Lessor and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord and the Master Lessor as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord and the Master Lessor prior to cancellation or reduction in coverage or amount.

- 12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this lease without the prior written consent of Landlord. Notwithstanding the foregoing, this lease or any right hereunder shall in no case be assigned separate and apart from Tenant's Unit located on the leased land. Also notwithstnding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.
- 13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:
- A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of

any such trust deed or assignment, the provisions of this hease shall control.

- B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.
- c. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.
- D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within sixty (60) days after service of written notice on the encumbrancer by Landlord of its intention to terminate this Lease for such default or breach, shall:
  - (a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a pover of sale under and pursuant to the trust deed in the manner provided by law; and
  - (b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the baneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forebearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Default."

Any mortgagee shall have the right at any time during the term hereof while this lease is in full force and effect:

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights bereunder as if the same had been done or performed by Tenant; and

(b) To rely on the necurity afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person firm or corporation without the consent of Landlord as to such initial transfer, and such obligations shall not commence as to any obligation which cannot be satisfied by the payment of money prior to mortgagee's acquisition of the leasehold estate hereunder by reason of the exercise of its rights as aforesaid.

Until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this lease, consent to any mcdification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein.

- 14. <u>DEFAULT</u>. Should Tenant fail to pay any installment of rent or any other sum provided in this lease to be paid by Tenant at the times berein specified and should such default continue uncured for a period of ten (10) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this lease.
- 15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant

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shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

- and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth All rents after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons shall constitute complete service approach to the article bereof Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.
  - Should Tenant at any time be in 17. REMEDIES. default hereunder pursuant to the provisions of the Article hereof entitled "Default", then notwithstanding Tenant's breach of this lease and abandonment of the leased land, this lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:
  - Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article 3 above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten percent (10%) per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession

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thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant:

- The worth at the time of award of the unpaid rent which has been carned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;
- (iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and
- In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten percent (10%) per amnum.

Each of the terms, covenants, conditions and provisions of Tenant under this lease is a material consideration for this lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

- 18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.
- 19. HOLDING OVER. This lease shall teminate and become null and void without further notice upon the expiration of said term. Any holding over shall not consitute a renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

#### 20. EMINENT DOMAIN.

A. <u>Definition of Terms</u>. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and wests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

- I. <u>Effect of Taking</u>. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion ther lof taken shall cease and terminate as of the date of taking of the said land. If this lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.
- Allocation of Award Total Taking. compensation and damages awarded for the total taking of

the leased land allocated to Landlord under the terms of the Master Lease shall be allocated as follows:

- (a) Tenant shall be entitled to an amount equal to the sum of the following:
  - (i) The fair market value of all of the improvements located on the leased land; and
  - (ii) The then fair market value of the Tenant's leasehold interest in the leased land.
- (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.
- D. <u>Allocation of Award Partial Taking</u>. All compensation and damages awarded for the taking of a portion of the leased land allocated to Landlord under the terms of the Master Lease shall be allocated and divided as follows:
  - (a) Tenant shall be entitled to an amount equal to the sum of the following:
    - (i) The proportionate reduction of the fair market value of the improvements located on the leased land; and
    - (ii) The proprotionate reduction of the fair market value of Tenant's leasehold interest in the leased land.
  - (b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.
- E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this lease, whilever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased land immediately thereafter.
- Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by appraisers appointed pursuant to the Article in the Master Lease entitled "Condemnation" or if no such appraiser have been or are to be appointed, by agreement of Landlord and Tenant or, in the absence of such an agreement by appraisers appointed by Landlord and Tenant in the same manner as set forth in such Article.

#### 21. RENTAL ADJUSTMENT.

A. Effective January 1, 2000, January 1, 2020, and January 1, 2010, the annual rental payable hereunder shall be adjusted to a sum equal to ten percent (10%) of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, as of such dates. The said "unimproved fair market value" of the leased land shall be such value as determined by the Master Lessor and the Landlord in accordance with the terms and provisions of Article 21 of the Master Lease. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the annual rental in the immediately preceding period.

Pending the final determination of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental.

B. Effective January 1, 1990, January 1, 2010, January 1, 2030, and January 1, 2050, the annual rental shall be adjusted upwards as follows: As promptly as practical after such dates, Landlord shall compute the increase, if any, in the cost of living during the period just ended, based upon the Congumers Price Index - Los Angeles/Long Beach/Anaheim Metropolitan Area (1967=100), "All items of goods and services purchased by urban wage and clerical worker families" (hereinafter called the "Infex"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index Number for the latest month prior to commencement of the term of this Lease, with respect to which such a Number is published, shall be the "Base Index Number" and the corresponding Index Number for the month which immediately preceeds the effective date of the adjustment shall be the "Current Index Number".

The annual rent shall be adjusted by multiplying the rental payable during the immediately preceding year of the term of this lease by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; provided, however, that the annual rent shall never be reduced below the rental payable in the immediately preceding twelve-month period.

Tenant shall continue payment of rent installments in effect for the expiring rental period until notified by Landlord of the new rent. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new rent. Immediately upon receipt of such notice, Tenant

shall commence payment of the adjusted rent, and shall also pay to Landlord with respect to any period already expired within thirty (30) days after receipt of such notice, the excess of the new annual rent over the rent actually paid by Tenant.

If publication of the Index shall be discontinued, the most comparable Index when published by any branch or department of the United States Government shall be substituted, or if there is none, the parties shall agree on another source of information, and such adjustments in the method of computation shall be made as may be necessary to carry out the intent of this cost-of-living provision. Appropriate adjustments shall also be made in the event that the base period, or other aspects of the Index are changed. If the parties are unable to agree on a source of information, such source of information shall be determined by arbitration, pursuant to the provisions of the California Code of Civil Procedure.

Notwithstanding the foregoing, the annual rental shall not be adjusted pursuant to the above higher than a sum equal to one hundred seventy percent (170%, of the rent payable in the immediately preceding twelve-month period.

- 22. <u>DRAINAGE AND FILL</u>. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land. to prevent any erosion thereof upon such streets or adjoining property.
- 23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lot; shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or loks shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so

Exhibit Part 2 of 2 | Page 266 of 326

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prected. Such rights of use shall be as not to interfere with the use and enjoyment of the lesses of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

- 24. <u>COMPLIANCE WITH LAWS</u>. Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the lessed land or its Unit, buildings and other improvements constructed thereon, or the use or manner of use of the leased land or its Unit. Tenant accepts the leased land and its Unit in the actual condition of the same as of the date of this lease.
- 25. ACCEPTANCE OF PERFORMANCE BY OTHERS. Landlord agrees to accept performance of any of the covenants or agreements of Tenant contained herein from (a) any group of ten or more tenants holding subleases of individual interests in the leased land or (b) the management body for the Project.
- CONSTRUCTION AND EFFECT. Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.
- 27. NON-DISTURBANCE. No mortgage or dead of trust placed on the leased land . Landlord shall be superior to the interest of Tenant herein unless the mortgagee or beneficiary thereunder executes an agreement in recordable form covenanting in a form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect.
- 28. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other

party or parties to this lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third persor.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

Robert P. Warmington "Landlord"

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Exhibit Part 2 of 2 Page 268 of 326

BK 13824P6 1290

CALIFORNIA STATE OF ORANGE COUNTY OF \_

On August 1 , 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



[Attach acknowledgment for: for Tenant]

| STATE OF CAL                    | _   | } <sub>n.</sub>                     |   |
|---------------------------------|---|-------------------------------------|---|
| COUNTY OF                       | range   | <del></del>                         |   |
| Gn                              | November 5, 198                                       | O, before me,                       | the undersigned, a Notary Public in and fe                |
| said State, per                 | anally sopeared John                                  | F. Tumer and                        | Virginia H. Turner  |
| ·, <b>-</b>                     | , .,,   |                                     | 3   |
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| known to me t                   | a he the person. S whos                               | 4 name 200                          | ######################################                    |
|                                 |   | 1                                   | PONNIE OLENNEVII  |
| subscribed to                   | the within instrument and                             | acknowledged to me                  | PONNIE QUENNEVIL  |
| subscribed to                   | the within instrument and                             | 1                                   | PONNIE QUENNEVIL  |
| subscribed to                   | the within instrument and                             | acknowledged to me                  | PONNIE QUENNEVIL  HOTARY PUBLIC - CALIFORI  ORANGE COUNTY |
| subscribed to that              | the within instrument and they and and official seal. | acknowledged to meexecuted the same | PONNIE QUENNEVIL  |
| subscribed to that              | the within instrument and                             | acknowledged to meexecuted the same | PONNIE QUENNEVIL  HOTARY PUBLIC - CALIFORI  ORANGE COUNTY |
| subscribed to thet WITNESS my h | the within instrument and they and and official seal. | acknowledged to meexecuted the same | PONNIE QUENNEVIL  HOTARY PUBLIC - CALIFORI  ORANGE COUNTY |

WPN: 2004A

17

Case 8:21-bk-11710-ES

Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17

Exhibit Part 2 of 2 Page 269 of 326

8695

BK 13824PG 1291

\$ 5.00

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO: The Robert P. Warmington Co. 16592 Hale Avenue Irvine, California 92714

RECORDED AT REQUEST ON FIRST AMER. TITLE 188, CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA & FOO A.M. NOV 7 1880

LEZ A. BRANCH, COUNTY Recombine

Conveyance connected with leaseholder interest not to exceed 99 years.

AP 178-011-01

# CONVEYANCE OF REMAINDER INTEREST

GRANTOR:

subject, however, to all matters whether or not of record.

THE ROBERT P. WARMINGTON CO.

By Olme N Gry

By William F Sett

STATE OF CALIFORNIA ) COUNTY OF ORANGE On August 1 , 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared OLIVER N. CRARY \_\_\_\_, known to me to be the \_, and \_ WILLIAM J. PITIMAN Vice President known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such

corporation executed the within Instrument purposant to its

by-laws or a resolution of its board of directors.

Notary Public in and for said County

[SEAL]

BK 13824P6 1293

#### EXHIBIT I

# Parcel 1

Those portions of Unit , as shown and defined on a Condominium Plan ("the Condominium Plan"), recorded in Book 13355, Page 1193, et seq., consisting of buildings and other improvements.

#### Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

#### Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

#### Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

#### SUBJECT TO:

- (a) general and special taxes and assessments for the ourrent fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");
- (c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

Exhibit Part 2 of 2 Page 272 of 326

**~ 8696** 

BK 13824PG 1294

RECORDING AT THE PEOUEST OF:

\$10.00 C3

WHEN RECORDED MAIL TO: Mr. and Mrs. John F. Turner 4476 Alderport Huntington Beach, Ca. 92647

RECORDED AT REQUEST OF FIRST AMER. TITLE INC. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA 8-00 AM NOV 9 1986 ISE A. BRANCH, County Record

DOC TRANSFER TAX LEE A. BRANCH WINGE OD, WEDOMDER PND

The undersigned Grantor Declares The Documentary Transfer Tax is \$ 126.50 Computed On Full Value of Property Conveyed in Huntington Beach, Ca.

Mail Tax Statements to Address Shown Above

17 2-011-01

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CONDOMINIUM SUBLEASE (SHORT FORM-MEMORANDUM) AND GRANT DEED

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

For the purpose of establishing and vesting in

(the "Condominium Owner"), a Condominium as defined in the Condominium Plan (the "Condominium Plan"), recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, located on Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorded or Orange ( unty, California:

## I. DEMISING CLAUSE:

ROBERT P. WARMINGTON, ar individual, ("Sublessor"), who is the lessee under that certain Ground Lease dated as of August 1, 1980, from HOUSER BROS. CO., a limited partnership, as lessor, which Ground Lease is being recorded concurrently herewith, hereby subleases to Condominium Owner, the following real property:

# Parcel 1

Unit  $\frac{53}{}$ , as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

MAIL TAX STATEMENTS AS DIRECTED ADOVE

Exhibit Part 2 of 2 Page 273 of 326

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#### Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium

Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

# Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

for a term commencing on the date this instrument is recorded in the Office of the County Recorder of Orange County, California, and ending December 31, 2059, and for the rental and upon all the terms and conditions contained i.. that certain Condominium Sublease (the "Sublease") of even date herewith and recorded concurrently herewith, between Robert P. Warmington and the Condominium Owner.

# II. GRANTING CLAUSE:

THE ROBERT P. WARMINGTON CO., a California corporation ("Grantox"), hereby grants to the Condominium Owner for a term expiring upon expiration or an earlier termination of the Sublease the following real property:

#### Parcel 1

Those portions of Unit 3, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

# Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

# Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

# Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

# SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");

(c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

The buildings and other improvements referred to above are the buildings and other improvements located on Lots 1 and 2 of Tract 10542, which are and shall remain real property, as more specifically set forth in the Declaration. The real property demised and granted hereby which together constitute a condominium must at all times be held by the same person and may not be separately conveyed, assigned, transfered, encumbered or otherwise alienated, voluntarily, involuntarily or by operation of Law.

Dated: August 1, , 1980.

SUBLESSOR:

Robert P. Warmington

**GRANTOR:** 

THE ROBERT P. WARMINGTON CO.

By William & Sett

Exhibit Part 2 of 2 Page 276 of 326

BK 13824PG 1298

STATE OF CALIFORNIA COUNTY OF ORANGE

On August 1, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

OFFICIAL SEAL PEARL L. MUNT
NOTAR PUBLIC - CASSFORNIA
GRANGE COUNTY My Commission Expres Mar 25, 1983

Notary Public in and for said County

[SEAL]

STATE OF CALIFORNIA COUNTY OF ORANGE

on themet 1 , 1980, No Tore no, the understance, a Notary Public in and for said State, personally appeared OLIVER N. CRARY \_\_\_\_, known to me to be the Vice President , and WILLIAM J. PITTMAN known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

- OFFICIAL SEAL PIC RE I, HUNT
NOTAL FRANCE CALIFORNIA
CALL COUNTY
y Commission Supress May 25, 1983

Notary Public in and for said County

(SEAL)

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 277 of 326

**EXHIBIT A** 

RECORDING REQUESTED BY CHICAGO TITLE COMPANY AND WHEN RECORDED MAIL TO

SANDRA BRADLBY
18 MEADOW BROOK DR
COTO DE CAZA, CA 92679

2009000633802 04:05pm 11/23/09

401 59 A34 A04 A12 5

Escrow No. Order No. 985040290 - S32

ASSIGNMENT OF CONDOMINIUM SUBLEASE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

CPFR4 --11/13/98bk

Document Number: 2009000633802 Page: 1 of 4

# WHEN RECORDED MAIL TO:

(Assignee's Name & Address) SANDRA BRADLEY 18 MEADOW BROOK DR COTA DE CAZA CA 92679

| NO CONSIDER ATION                              | (Space Above this Line for Recorder's use)           |
|--|--|
| TEXN OF LESS ASSIGNMENT OF CO                  | ONDOMINIUM SUBLEASE                                  |
| LAST 99 YEALS.                                 |  |
|  | which is hereby acknowledged, the undersigned        |
|  | ER HUSBAND AND WIFE AS JOINT TENANTS, hereby         |
| transfers and assigns to SANDRA L. BRADLEY     | A WIDOW ,  |
|  | as Tenant, in and under that certain Condominium     |
|  | en ROBERT P. WARMINGTON, an individual, as           |
|  | signed to BS INVESTORS, LLC by mesne assignment      |
| of record, and John F. Turner and Virgi        | INIA H TURNER HUSBAND AND WIFE AS JOINT (1 %).       |
| TENANTS  |  |
| as Tenant, recorded on NOVEMBER 7. 1980        |  |
|  | Orange County, California, as amended by the First   |
| Amendment to Condominium Sublease record       | ed on Aug 28, 2003 As Instrument No.                 |
| 2003 001044770. The property that is the su    | ibject of the Subleage is described as follows:      |
| Unit on of Treat 10542 Local Description       | contained on Exhibit A attached hereto and made      |
| a part hereof. TOGETHER WITH all building      | one and other improvements on said land              |
| a part intent. 1005 milk with an building      | gs and dans improvencias on saki iand.               |
| DATED: 11/19/2009                              |  |
| Dillo. Hyperge                                 | Assisted (8)   |
|  | Tein Alaten  |
| STATE OF CALIFORNIA )                          |  |
| ) ss.  |  |
| COUNTY OF ORANGE                               |  |
| 1 .  |  |
| On 11 19 2009, before me, ANTH                 | ONY H. DUONG , personally appeared                   |
| LARRY W. RIDER & TERRI A. RII                  |  |
|  | e name(s) is are subscribed to the within instrument |
| and acknowledged to me that he/she they exec   |  |
|  | re(s) on the instrument the person(s), or the entity |
| upon behalf of which the person(s) acted, exec | anca me instrument.                                  |
| I certify under PENALTY OF PERJURY und         | ler the laws of the State of California that the     |
| foregoing paragraph is true and correct.       | A A A A A A A A A A A A A A A A A A A                |
| totogomg paragraph is tree and correct.        | ANTHONYH, DUONG                                      |
| WITNESS my hand and official seal.             | COMM. #1657553                                       |
| <u>-</u>                                       | NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY             |
|  | My Comm. Expires April 11, 2010                      |
| Anthony H. Duong                               | **************************************               |
| Signature of Notary Public                     | (This space for notarial seal)                       |
| Pa   | ge 1 of 2  |
| $\sim$   |  |

Document Number: 2009000633802 Page: 2 of 4

J:UC PERMIMasterz-ESRMASTER-GHB-Assignment of Condominium Sublease with Notary.doc

11/17/2009 14:28 FAX

Ø009

## ASSIGNMENT OF CONDOMINIUM SUBLEASE

### ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

| DATED: 11/17/09  | Sunle Bruly  |
|--|--|
| •  | Assignee (s)   |
| ha continu   |  |
| M 1550Vin<br>STATE OF CALIFORNIA )   |  |
| JILOUIS CITY) BB.  |  |
| COUNTY OF ORANGE   |  |
| Mayor & Barel  | 11100  |
| On November 17, 20 Before me, 10   | hneth. Och, personally appeared  |
| Sandra L. Brad lex   | , who proved to me on the basis of   |
|  | name(s) is/are subscribed to the within instrument   |
| and acknowledged to me that he/she/they execu  |  |
|  | e(s) on the instrument the person(s), or the entity  |
| upon behalf of which the person(s) acted, execu  | ited the instrument.   |
| walled the management of the second s | and the season of the season o |
| I certify under PENALTY OF PERJURY under   | er the laws of the State of California that the  |
| foregoing paragraph is true and correct.   |  |

WITNESS my hand and official seal.

Tomost & July

(This space for notarial scal)

KENNETH J. BALL
Notary Public-Notary Saal
State of Missouri, Saint Louis City
Commission # 09703489
My Commission Expires Aug 10, 2013

Page 2 of 2

J:\XC PERM\Masterr-BSI\MASTER-GHB-Assignment of Condominium Sublease with Notary.doc

Document Number: 2009000633802 Page: 3 of 4

THIS IS A CERTIFIED COPY OF THE RECORD IF IT BEARS THE SEAL, SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

DATE: 3/31/2017

CERTIFICATION FEE: 4.00

COUNTY CLERK-RECORDER

ORANGE COUNTY STATE OF CALIFORNIA

Document Number: 2009000633802 Page: 4 of 4

Order No.

Escrow No.

Loan No.

Recorded in Official Records, Orange County Tom Daly, Clerk-Recorder INTERNATION INTERN

2010000219518 1:00 pm 05/10/10

153 420 A34 A04 A12 3 

WHEN RECORDED MAIL TO:

Sandra Bradley 18 Meadow Brook Drive Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO CONSIDERATION TERM OF LEASE **LESS THAN 99 YEARS** 

# ASSIGNMENT OF CONDOMINIUM SUBLEASE

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L, BRADLEY, A WIDOW, hereby transfers and assigns to, SANDRA L. BRADLEY as trustee of the SANDRA L. BRADLEY TRUST dated October 17, 2001 as amended, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August I, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on Aug 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 55 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof. TOGETHER WITH all buildings and other improvements on said land.

DATED:

Assignor, SANDRA L. BRADLEY

STATE OF CALIFORNIA COUNTY OF ORANGE

in and for said State personally appeared SANDRA L. BRADE I who proved to fine on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERIURY under the laws of the State of California that the foregoing paragraph is true and correct.

DIAN deed tr mcD gift twDb Gument Number: 2010000219518 Page: 1 of 4

Page, 1', Order No. 985040290 PARCEL 1:

# DESCRIPTION

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

#### PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

#### PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

### PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Document Number: 2010000219518 Page: 2 of 4

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 284 of 326

Order No.

Escrow No.

Loan No.

WHEN RECORDED MAIL TO:

Sandra Bradley 18 Meadow Brook Drive Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 3/10/2010

Assignce, SANDRA L. BRADLEY

STATE OF CALIFORNIA COUNTY OF ORANGE

On 3 //C 20/O , hefore me, He Way Colf North . a Notary Public in and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signaturé

HENRY J. COOPERSMITH
COMM. #1879512
NOTARY PUBLIC • CALIFORNIA CORANGE COUNTY
Comm. Exp. FEB. 6, 2014

D/As deed tr mcD gift tax oblig

Document Number: 2010000219518 Page: 3 of 4



THIS IS A CERTIFIED COPY OF TH RECORD IF IT BEARS THE SEAL, SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

3/31/2017

CERTIFICATION FEE: 4.00

COUNTY CLERK-RECORDER

**ORANGE COUNTY** STATE OF CALIFORNIA

Document Number: 2010000219518 Page: 4 of 4

RECORDING REQUESTED BY:

Mrs. Sandra L. Bradley 18 Meadow Wood Drive Coto de Caza, CA 92679 100

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

WHEN RECORDED RETURN TO: same as above

MAIL TAX STATEMENTS TO: same as above

(space above this line for recorder's use)

# CORRECTING ASSIGNMENT OF CONDOMINIUM SUBLEASE

The original ASSIGNMENT OF CONDOMINIUM SUBLEASE recorded as document #2010000219518 on 05/10/10 inadvertently referred to Unit 53 as Unit 55. It is now corrected to UNIT 53 as stated in the attached Exhibit "A".

Document Number: 2010000309926 Page: 1 of 6

6

Order No.

Escrow No.

Loan No.

Recorded in Official Records, Orange County Tom Daly, Clerk-Recorder

2010000219518 1:00 pm 05/10/10

153 420 A34 A04 A12 3

WHEN RECORDED MAIL TO:

Sandra Bradley 18 Meadow Brook Drive Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO CONSIDERATION TERM OF LEASE LESS THAN 99 YEARS

CORRECTING

, O₽

ASSIGNMENT OF CONDOMINIUM SUBLEASE

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L, BRADLEY, A WIDOW, hereby transfers and assigns to, SANDRA L. BRADLEY as trustee of the SANDRA L. BRADLEY TRUST dated October 17, 2001 as amended, all right, title and interest of the undersigned, as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, an individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on NOVEMBER 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on Aug 28, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof. TOGETHER WITH all buildings and other improvements on said land.

DATED:

3/10/2010

Assignor, SANDRA L. BRADLEY

STATE OF CALIFORNIA COUNTY OF ORANGE

On Klee A O 2010 hefore me a Notary Public in and for said State personally appeared SANDRA L. BRANDS who proved to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERIUTY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my band and official seat

Signorling

HENRY J. COOPERSMITH COMM. #1879512

NOTARY PUBLIC • CALIFORNIA ORANGE COUNTY
Comm. Exp. FEB. 6, 2014

D/As deed tr mcD gift tax oblig

Document Number: 2010000309926 Page: 2 of 6

Page 1 , Order No. 985040290 PARCEL 1:

#### DESCRIPTION

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

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AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

# PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Document Number: 2010000309926 Page: 3 of 6

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 289 of 326

Order No.

Escrow No.

Loan No.

WHEN RECORDED MAIL TO:

Sandra Bradley 18 Meadow Brook Drive Cota de Caza, CA 92679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment (if more than one, then jointly and severally) hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

DATED: 3/10/7016

Assignee, SANDRA L. BRADLEY

STATE OF CALIFORNIA COUNTY OF ORANGE

On 3 //0 2010 , before me, He Way Of North and for said State personally appeared SANDRA L. BRADLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signotuda

HENRY J. COOPERSMITH

COMM. #1879512

NOTARY PUBLIC \* CALIFORMA CO
ORANGE COUNTY

COMM. Exp. FEB. 6, 2014

D/As deed tr mcD gift tax oblig

Document Number: 2010000309926 Page: 4 of 6

7

DESCRIPTION

Page 1 ... Order No. 985040290 PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

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#### PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

Document Number: 2010000309926 Page: 5 of 6

SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

3/31/2017

CERTIFICATION FEE: 6.00

COUNTY CLERK-RECORDER

**ORANGE COUNTY** 

TE THE THE TOTO OF THE TOTO OF

Document Number: 2010000309926 Page: 6 of 6

# THE HUNTINGTON BEACH GABLES HOMEOWNERS' ASSOCIATION

c/o Eille Community Management 38760 Sky Canyon Drive Murdeta, Ca 92563 Phone: 888.354.8322 Fax; 951.699.1661

April 12, 2016

Sandra L Bradley 18 Meadowbrook Drive Coto De Caza, CA 92679 I agree to the stems below. Dealing

ACC Application to approve Sun (patio) cover RE:

Dear Homeowner:

Attached is a copy of the application submitted to install a patio cover. It has been approved by the board with the following conditions:

- 1) Size no larger than 12 X12 /0 X/5
- 2) Permit must be pulled from city
- 3) Notarized statement from Sandra Bradley agreeing to mointain patio cover including: cosmetic appearance, and temite treatment.
- 4) Cover must be removed at time of sale of property and patio brought back to its original condition or seller obtains and submits to Board notarized statement and signature of new owner gareeing to maintenance conditions stated in #3.
- 5) Patio cover must be painted same color as trim of unit.

Sincerely,

Linn Josiyn CMCA®

Community Association Manager

Huntington Beach Gables Homeowners' Association

cc: Board

Jamie Gallian

| CALIFORNIA ALL-PURPOSE ACKNOWLED  | DGMENT CIVIL CODE § 118  |
|---|--|
| A notary public or other officer completing this certificate is attached, and no  | tificate verifies only the identity of the individual who signed the oot the truthfulness, accuracy, or validity of that document.   |
| State of California County of Orology On 04/19/36/6 before me, B  | ) DONNE COELAO, NO FAMPAUSY Here Insert Name and Title of the Officer  LA L. Bradley  Name(s) of Signer(s)   |
| personally appeared   | Una L. Bradley Name(s) to 1 Signer(s)  |
| Subscribed to the Within Instrument and ankno   | ory evidence to be the person(s) whose name(s) are owledged to me that he had have executed the same in the person(s) acted, executed the instrument the person(s) acted, executed the instrument. |
|   | I certify under PENALTY OF PERJURY under the law<br>of the State of California that the foregoing paragraph<br>is true and correct.  |
| BONNE COELHO Commission No. 1975866 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires APRIL 21, 2016  | WITNESS my hand and official seal.  Signature of Notary Public   |
| Place Notary Seal Above   | PPT/ONAL   |
| fraudulent reattachment of th   | nls information can deter alteration of the document or<br>his form to an unintended document.   |
| Description of Attached Document Title or Type of Document: Letter 4/12 Number of Pages: Signer(s) Other Th   | han Named Above:   |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Cother: Signer Is Representing: | Signer's Name:  Corporate Officer — Title(s):  Partner — Limited — General  Individual — Attorney In Fact  Trustee — Guardian or Conservator  Other:   |
|   |  |

@2014 National Notary Association - www.NationalNotary.org - 1-800-US NOTARY (1-800-876-6827) Item #5907

**RECORDING REQUESTED BY:** 

Jamic Gallian 4474 Alderport Dr. Huntington Beach. GA

AND WHEN RECORDED MAIL TO:

Jamic Gallian 4476 Alderport Dr. Huntington Beach, an 92649 Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

\* \$ R 0 0 0 9 1 4 7 5 4 1 \$ \*

2017000116815 8:25 am 03/23/17

276 415 A34 A04 F14 6

RECORDING REQUESTED BY:

Sandra Bradley

19 Meadow Wood Dr.

Coto de Caza, CA 92679

WHEN RECORDED RETURN TO:

WHEN RECORDED RETURN TO:

Sanne as above

1476 Alder Port

Hunting for Beach (A 92649)

(space above this line for Recorder's use)

## ASSIGNMENT OF CONDOMINIUM SUBLEASE

For no consideration, receipt of which is hereby acknowledged, the undersigned, SANDRA L. BRADLEY, as Trustee of the Sandra L. Bradley Trust, hereby transfers and assigns to JAMIE L. GALLIAN, a single woman, all right, title and interest of the undersigned as Tenant, in and under that certain Condominium Sublease dated August 1, 1980, by and between ROBERT P. WARMINGTON, and individual, as Landlord, which interest was subsequently assigned to BS INVESTORS, LLC, by mesne assignments of record, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANTS as Tenant, recorded on November 7, 1980 in Book 13824, Page 1274 inclusive, as Instrument No. 8694 of Official Records of Orange County, California, as amended by the First Amendment to Condominium Sublease recorded on August, 2003 as Instrument No. 2003 001044770. The property that is the subject of the Sublease is described as follows:

Unit 53 of Tract 10542. Legal Description contained on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all buildings and other improvements on said land.

NO CONSIDERATION - TERM OF LEASE LESS THAN 99 YEARS

Dated: 3/23/2017

Assignor, SANDRA L. BRADLEY

Trustee of the Sandra L. Bradley Trust

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALIFORNI | A |
|--------------------|---|
| COUNTY OF ORANGE   |   |

On\_\_\_3/32/20/7\_\_\_\_\_, before me, HENRY J. COOPERSMITH, a Notary

Public in and for said State personally appeared SANDRA L. BRADLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature,

HENRY J. COOPERSMITH COMM. # 2054619
NOTARY PUBLIC - CALIFORNIA DORANGE COUNTY
ORANGE COUNTY
COMM. EXPIRES FEB. 6, 2018

EXHIBIT "A"
DESCRIPTION

der No. 985040290

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN ("THE CONDOMINIUM PLAN"), RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHE HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

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AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS-1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS:

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

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AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

#### PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

RECORDING REQUESTED BY:

Sandra Bradley

19 Meadow Wood Dr

Coto de Caza, CA 92679

WHEN RECORDED RETURN TO:

-same as above anie (sallian

(space above this line for Recorder's use)

#### ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby accepts said Assignment and hereby agrees with and for the benefit of the Landlord, under the Sublease described in said Assignment, to keep, perform and be bound by all of the terms, covenants and conditions contained in said Sublease as amended by the First Amendment to the Condominium Sublease on the part of the Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the original Tenant thereunder. Assignee agrees to pay Landlord a late fee equal to 6% of any rent or other payment due under the Sublease which is not received by Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and cost incurred by Landlord to collect rent or other payment under the Sublease or to otherwise enforce Landlord's rights under the Sublease.

Dated: 3/22/17

Assignee, JAMIE L. GALLIAN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE

3/23/20/7 , before me, Henry

a Notary Public in and for said State personally appeared JAMIE L. GALLIAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HENRY J. COOPERSMITH Z
COMM. # 2054619
NOTARY PUBLIC - CALIFORNIA O
ORANGE COUNTY O
COMM. EXPIRES FEB. 6, 2018 7

THIS IS A TRUE CERTIFIED COPY OF THE RECORD IF IT BEARS THE SEAL AND SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

DATE: MAR 2 3 2017
CERTIFICATION FEE: 7.00

COUNTY CLERK-RECORDER

ORANGE COUNTY STATE OF CALIFORNIA

#### DECLARATION OF SANDRA L. BRADLEY

I, Sandra L. Bradley, declare as follows:

- 1. I am over the age of eighteen, a resident of Orange County, and the former owner of the condominium located at 4476 Alderport Drive, #53, in Huntington Beach, California ("subject condominium"). I am a named defendant in a civil lawsuit brought by The Huntington Beach Gables Homeowners' Association ("HOA") regarding changes to condominium #53 that allegedly violate the architectural requirements of the HOA. Jamie Gallian is a co-defendant.
- 2. I provide this declaration to the HOA about my best recollection of events regarding the allegations contained in the HOA's pending lawsuit. I have personal knowledge of the facts set forth in my declaration unless stated otherwise. If called to testify, I could, and would, provide competent and admissible testimony about the facts set forth in my declaration.
- 3. On November 19, 2009, I purchased the subject condominium. The subject condominium was purchased with the intention of having co-defendant Jamie Gallian live there as my tenant.
- 4. I do not recall the history of how I came to have the HOA's governing documents for the subject condominium. I do remember that Jamie Gallian provided me with parts of the HOA's governing documents towards the beginning of the dispute with the HOA. During that time, Ms. Gallian was my tenant.
- 5. For various reasons including the pending lawsuit by the HOA and a very strained relationship with Jamie Gallian, I decided to transfer full ownership of the subject condominium to Jamie Gallian effective March 23, 2017. I have not held an ownership in the subject condominium since that time or otherwise been a member of the HOA.

- 6. During my ownership of the subject condominium, the only tenant that I had was Jamie Gallian. I never lived at the subject condominium.
- 7. For all practical purposes during my ownership, Jamie Gallian had day-to-day control over the subject condominium by virtue of her tenancy and residency. At times, Ms. Gallian would attend HOA meetings for me and was a contact person for me relative to the HOA.
- 8. At no time did I ever give Jamie Gallian authority to engage in any activity that violated the governing documents for the HOA. Any authority that I gave to Ms. Gallian to perform repair work and/or maintenance to the subject condominium was contingent upon the work being in compliance with the governing documents.
- 9. For any repair work and/or maintenance to the subject condominium, Jamie Gallian was given the authority to select the appropriate vendor, schedule the vendor(s) to perform the work, and supervise the work including compliance with the HOA's governing documents. Ms. Gallian was also authorized to obtain the necessary approvals from the HOA and/or any governmental entity such as the City of Huntington Beach. Ms. Gallian understood the authority that I granted to her to handle the repairs and/or maintenance required her to obtain all necessary permits and/or approvals. I later learned the air-conditioning unit was installed by Ms. Gallian outside of the unit's rear yard fence, and in the Association's common areas.
- 10. I never authorized Jamie Gallian to make any modifications and/or improvements to the HOA's common area. I had no knowledge that Ms. Gallian wanted to make any modifications and/or improvements to the HOA's common area. To the extent that Ms. Gallian has installed, altered and/or modified the HOA's common area, it was done without my knowledge and/or consent.

11. At some point, I think in 2015, Ms. Gallian asked me to replace the heater in the subject condominium. I agreed to replace the heater. The extent of my personal involvement, as I understood it, was simply paying for the replacement of the heater including the installation costs. Ms. Gallian would handle all the other details. At the last minute, and without my permission, Ms. Gallian added a new air-conditioning unit to the project. After some discussion, I finally agreed to pay for the labor to complete the project. Ms. Gallian continued to be responsible for making sure the work was performed in a professional and workmanlike manner consistent with the requirements of the HOA's governing documents. I was not involved in the placement of the new air-conditioning unit.

- 12. At another time during my ownership, which I think was in 2016, Ms. Gallian installed an open-lattice patio cover without my knowledge or approval. She informed me about it after the fact. Even then, it was my understanding (perhaps presumption) the work was done with the appropriate approval and/or permits. Ms. Gallian paid all of the costs associated with the open-lattice patio cover.
- 13. After the open-lattice patio cover was installed, I did go see it because the HOA was concerned the open-lattice patio cover was not painted. Sometime later, again without my knowledge or consent, Ms. Gallian installed a roof, awning and gutters on the open-lattice patio cover.
- 14. After receiving a request from the HOA to remove the roof, awning and gutters from the open-lattice patio cover, I asked Ms. Gallian to remove these items. Ms. Gallian refused. I then offered to pay for the roof, awning and gutters to be removed by my handyman at no expense to Ms. Gallian. That offer was likewise refused with Ms. Gallian telling me she was "handling the issue." Ms. Gallian specifically warned me that she would refuse to allow my handyman to enter

the subject condominium to address any issue raised by the HOA. To avoid further conflict, I decided not to send my handyman.

- 15. Until the time I transferred the subject condominium to Jamie Gallian, on March 23, 2017, I was not aware that Ms. Gallian had a disability that required a variance from the HOA's governing documents.
- 16. Based mostly on the overall nature of my deteriorated relationship with Jamie Gallian and the HOA's violation enforcement efforts, I decided to transfer/gift 100% ownership of the subject condominium from my revocable Trust to Jamie Gallian effective March 22, 2017.
- 17. I agree to cooperate in good faith with the HOA as it pursues its claims against Ms. Gallian. I authorize my attorney Michael R. Halvorsen, Esq. to receive service of any subpoena from the HOA relative to the lawsuit against Jamie Gallian to obtain her compliance with the HOA's governing documents.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct. Executed this 30 day of October 2017 in Coto de Caza, California.

SÁNDRA L. BRADLEY

andra & Branky

Case 8:21-bk-11710-ES Doc 105-

Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE CENTRAL JUSTICE CENTER

#### **MINUTE ORDER**

DATE: 03/02/2018 TIME: 08:30:00 AM DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Nga Quach

REPORTEŘ/ERM: Amber N. Hogate CSR# 13525 BAILIFF/COURT ATTENDANT: None/Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

EVENT ID/DOCUMENT ID: 72743477

**EVENT TYPE**: Mandatory Settlement Conference

#### **APPEARANCES**

Pejman D. Kharrazian, from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s). Lee Gragano and Janine Jasso from The Huntington Beach Gables Homeowners Association, Plaintiff, present.

Brenda K. Radmacher, from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s). Raquel Flyer, from Flyer & Flyer, present for Defendant/Cross-Complainant Jamie L. Gallian. Jamie L. Gallian, Defendant/Cross-Complainant is present.

The parties waive any objections to the trial judge conducting a settlement conference.

Settlement conference is held. Case is settled.

The terms of the settlement are recited in open court. Each party indicates on the record that they understand and agree to the terms as stated.

This court retains jurisdiction to enforce the settlement.

The Order to Show Cause re: Dismissal on Settled Case is scheduled for 06/04/2018 at 08:30 AM in Department C33.

No appearance is necessary if the full dismissal is filed by 06/04/2018.

All other future hearing dates are ordered vacated.

DATE: 03/02/2018 MINUTE ORDER Page 1
DEPT: C33 Calendar No.

305

### Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 306 of 326

| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center | FOR COURT USE ONLY         |
|--|----------------------------|
| SHORT TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley  NOTICE OF REJECTION OF ELECTRONIC FILING  | CASE NUMBER:               |
|  | 30-2017-00913985-CU-CO-CJC |

The electronic filing described by the summary data below was reviewed and rejected by the Superior Court of California, County of Orange

### **E-Filing Summary Data**

Electronically Submitted By: Jamie Gallian

On Behalf of:

Transaction Number: 3662908
Court received Date: 05/01/2018
Court received Time: 05:00:02 PM

Amount not to Exceed:

# **Documents Electronically Filed**

JAMIE\_FRANKFILED3.2.18MSCHOATranscript 2

This electronic filing was rejected based on the following reason(s):

Reject Reason 1: other

Clerk's Comments to Submitter:

Must contain date of Conditional or unconditional settlement or approximate date for which the Request for Dismissal will be filed.

**E-Filing Service Provider Information** 

Name: DDSLegal

Email: efilingstatus@ddslegal.com Contact Person: DDSLegal OCEFiling Support

Phone: 7146625555

### SUPERIOR COURT OF CALIFORNIA, **COUNTY OF ORANGE** CENTRAL JUSTICE CENTER

#### MINUTE ORDER

DATE: 06/04/2018 DEPT: C33 TIME: 08:30:00 AM

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Darci Mullarky CSR# 5569 BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

**EVENT ID/DOCUMENT ID: 72768738** 

EVENT TYPE: Order to Show Cause re: Dismissal on Settled Case

EVENT ID/DOCUMENT ID: 72793807

**EVENT TYPE**: Motion to Strike or Tax Costs

MOVING PARTY: Ted Phillips, Lindy Beck, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett CAUSAL DOCUMENT/DATE FILED: Motion to Strike or Tax Costs, 02/28/2018

#### **APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross -Defendant, Plaintiff(s).

Brenda K. Radmacher, Esq., from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s). Jamie L. Gallian, self represented Cross - Defendant, present.

Order to Show Cause re: Dismissal held. Extensive discussion held in open court as to the status of the settlement. Upon the order of the court, the parties meet and confer. The case is not settled.

The motion by cross-defendants Lee Gragnano, Ted Phillips, Lindy Buck, Jennifer Paulin, Janine Jasso, and Lori Burrett to strike the Memorandum of Costs filed by cross-complainant Jamie Gallian is continued to 07/19/2018 at 08:30 AM in this department.

Jury Trial scheduled for 08/06/2018 at 08:30 AM in Department C33, if the matter is not resolved at the hearing set for 07/19/2018.

DATE: 06/04/2018 Page 1 MINUTE ORDER DEPT: C33 Calendar No. Respond to: San Diego office

www.epsten.com 800.300.1704

June 14, 2018

#### SENT VIA FIRST CLASS MAIL AND E-MAIL

Jamie L. Gallian 4476 Alderport Drive Huntington Beach, CA 92649

Re: Signed Transcript of Settlement Agreement

Huntington Beach Gables Homeowners Association v. Gallian

OCSC Case No. 30-2017-00913985-CU-CO-CJC

Our File No.: 5786.06

Dear Ms. Gallian:

Attached is the Reporter's Transcript of Proceedings dated March 2, 2018 from the Mandatory Settlement Conference ("Transcript") the parties attended. The Transcript reflects the parties' agreement to a stipulated settlement of the above-referenced matter pursuant to Code of Civil Procedure Section 664.6.

The parties agreed to sign the Transcript on the record at the June 4, 2018 hearing on the OSC re Dismissal. (See June 4, 2018 RT at p. 34, lines 4-20.) You also signed a copy of the Transcript in the jury room of Department 33 in the presence of the Hon. James T. Crandall, but a copy of your signature was not provided to the Association. For the record of the parties, a signature page has been added to the end of the Transcript, and the Association has signed the Transcript. Please countersign the Transcript at your earliest convenience and return a copy to me.

We look forward to resolving this lawsuit with you in good faith pursuant to the terms of the stipulated settlement reached on March 2, 2018.

Sincerely,

EPSTEN GRINNELL & HOWELL, APC

Pejman D. Kharrazian

PDK/jac

Enclosure: MSC Transcript from March 2, 2018 signed by the Association

cc: Brenda K. Radmacher, Esq. (via email)

3530622v1

**San Diego** 10200 Willow Creek Rd., Suite 100 San Diego, California 92131 858.527.0111 • fax 858.527.1531 Coachella Valley
74830 Highway 111, Suite 100
Indian Wells, California 92210
760.836.1036 • fax 760.836.1040

Inland Empire 43460 Ridge Park Dr., Suite 200 Temecula, California 92590 800.300.1704 • fax 858.527.1531

# SETTLEMENT AND RELEASE AGREEMENT PURSUANT TO THE REPORTER'S TRANSCRIPT OF PROCEEDINGS DATED MARCH 2, 2018

The parties to the lawsuit, captioned: The Huntington Beach Gables Homeowners Association v. Bradley et al., Orange County Superior Court Case No. 30-2017-00913985-CU-CO-CJC agree to a settlement and mutual release of this lawsuit, including any related cross-actions, pursuant to the terms put on the record before the Court as reflected in the preceding Reporter's Transcript of Proceedings dated March 2, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this settlement agreement to be effective as of the date of last execution.

THE HUNTINGTON BEACH GABLES

|         |      |        | HOMEOWNERS ASSOCIATION                             |
|---------|------|--------|--|
| DATED:  | 6/13 | , 2018 | By: <u>New Hvaonavo</u><br>Lee Gragnano, President |
| DATED:_ | 6-13 | , 2018 | Jamine Jasso, Vice President  JAMIE L. GALLIAN     |
| DATED:_ |      | , 2018 | By:<br>JAMIE L. GALLIAN                            |

| 1        | Rian W. Jones, Bar No. 118830<br>rjones@epsten.com  |   |
|----------|---|---|
| 2        | Pejman D. Kharrazian, Bar No. 279260 pkharrazian@epsten.com   | ELECTRONICALLY FILED Superior Court of California,  |
| 3        | EPSTEN GRINNELL & HOWELL APC<br>10200 Willow Creek Road, Suite 100  | County of Orange<br>08/10/2018 at 11:58:00 AM   |
| 4<br>5   | San Diego, California 92131<br>(858) 527-0111/ Fax (858) 527-1531   | Clerk of the Superior Court<br>By e Clerk, Deputy Clerk                                   |
| 6<br>7   | Attorneys for Plaintiff THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION  |   |
| 8        |   | HE STATE OF CALIFORNIA  |
| 9        |   | CENTRAL JUSTICE CENTER  |
| 10       | COUNTY OF ORANGE, C   | CENTRAL JUSTICE CENTER  |
| 11       | THE HUNTINGTON BEACH CARLES   | CASE NO. 20 2017 00012005 CH CO CIC   |
| 200000   | THE HUNTINGTON BEACH GABLES<br>HOMEOWNERS ASSOCIATION, a  | CASE NO. 30-2017-00913985-CU-CO-CJC   |
| 12       | California Nonprofit Mutual Benefit<br>Corporation,   | Judge: James L. Crandall<br>Dept.: C33  |
| 13       | Plaintiff,  | NOTICE OF RULING ON PLAINTIFF'S   |
| 14<br>15 | v.  | MOTION TO ENFORCE SETTLEMENT<br>AND ENTER JUDGMENT PURSUANT TO<br>THE TERMS OF STIPULATED |
| 16       | SANDRA L. BRADLEY, individually and as Trustee of the Sandra L. Bradley Trust; JAMIE L. GALLIAN, an individual; and | SETTLEMENT (CODE OF CIVIL<br>PROCEDURE § 664.6)   |
| 17       | DOES 1 through 25, inclusive,   | Motion Hearing Date: July 19, 2018  |
| 18       | Defendants.   | Time: 1:30 p.m.<br>Dept: C33  |
| 19       |   | First Amended Complaint Filed: May 16, 2017   |
| 20       |   | Trial Date: December 10, 2018   |
| 21       | AND ALL RELATED CROSS-ACTIONS   |   |
| 22       |   |   |
| 23       | TO THIS HONORABLE COURT A   | AND TO ALL PARTIES AND THEIR  |
| 24       | ATTORNEYS OF RECORD HEREIN:   |   |
| 25       | PLEASE TAKE NOTICE that on Ju   | ly 19, 2018 at 1:30 p.m. in Department 33 of the  |
| 26       | above-entitled court, located at 700 Civic Cen  | ter Drive West, Santa Ana, CA 92701, this Court   |
| 27       | held a hearing on Plaintiff's Motion to Enforce   | e Settlement and Enter Judgment pursuant to the   |
| 28       | terms of Stipulated Settlement (Code of Civil   | Procedure § 664.6). After hearing argument  |
|          | NOTICE OF RULING ON PLAINTIFF'S MOT   | ION TO ENFORCE SETTLEMENT AND ENTER OF STIPULATED SETTLEMENT (CCP §664.6)                 |

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| ı        | Exhibit Part 2 0i 2 Page 312 0i 326  |  |  |  |
|----------|--|--|--|--|
|          |  |  |  |  |
| 1        | from Defendant JAMIE L. GALLIAN and counsel for Plaintiff, the Court denied Plaintiff's      |  |  |  |
| 2        | Motion to enforce settlement.  |  |  |  |
| 3        | The Jury Trial set for August 6, 2018 is ordered continued to December 10, 2018 at           |  |  |  |
| 4        | 9:00 AM. All discovery cutoff dates and deadlines are continued and shall track the December |  |  |  |
| 5        | 10, 2018 trial date.   |  |  |  |
| 6        | Attached hereto as Exhibit A is a true and correct copy of the Court's July 19, 2018         |  |  |  |
| 7        | Minute Order.  |  |  |  |
| 8        |  |  |  |  |
| 9        | Dated: July 30, 2018 EPSTEN GRINNELL & HOWELL, APC   |  |  |  |
| 10       | Qua //   |  |  |  |
| 11       | By: Allery Co  |  |  |  |
| 12       | Rian W. Jones<br>Pejman D. Kharrazian  |  |  |  |
| 13       | Attorneys for Plaintiff THE HUNTINGTON BEACH GABLES  |  |  |  |
| 14       | HOMEOWNERS ASSOCIATION   |  |  |  |
| 15       |  |  |  |  |
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| -        | - 2 -  |  |  |  |

Case 8:21-bk-11710-ES

Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

Exhibit Part 2 of 2 Page 313 of 326

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE CENTRAL JUSTICE CENTER

#### MINUTE ORDER

DATE: 07/19/2018

TIME: 01:30:00 PM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Candace Khorouzan BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

**EVENT ID/DOCUMENT ID: 72819785** 

**EVENT TYPE**: Motion to Enforce Settlement

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion - Other Enforce Settlement, 06/22/2018

EVENT ID/DOCUMENT ID: 72852524

**EVENT TYPE**: Motion - Other MOVING PARTY: Jamie L. Gallian

CAUSAL DOCUMENT/DATE FILED: Motion - Other to Withdraw Memorandum of Cost, 07/17/2018

EVENT ID/DOCUMENT ID: 72842898

**EVENT TYPE**: Motion to Strike or Tax Costs

MOVING PARTY: Ted Phillips, Lindy Beck, Jennifer Paulin, Lee Gragnano, Janine Jasso, Lori Burrett

CAUSAL DOCUMENT/DATE FILED: Motion to Strike or Tax Costs, 02/28/2018

#### **APPEARANCES**

Pejman D. Kharrazian, Esq. and Joyce J. Kapsal, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Brenda K. Radmacher, Esq., from Gordon & Rees LLP, present for Cross - Defendant, Plaintiff(s). Jamie Gallian, present.

1. MOTION BY PLAINTIFF/CROSS-DEFENDANT THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION TO ENFORCE SETTLEMENT AND ENTER JUDGMENT PURSUANT TO THE TERMS OF STIPULATED SETTLEMENT

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

Motion by Plaintiff/Cross-defendant The Huntington Beach Gables Homeowners Association to Enforce Settlement and Enter Judgment Pursuant to the Terms of Stipulated Settlement:

DATE: 07/19/2018

MINUTE ORDER

Page 1

DEPT: C33

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 314 of 326

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

Moving Party's Request for Judicial Notice [RJN]:

In support of the original moving papers, moving party filed a Notice of Lodgment [NOL] with all of its supporting exhibits, which also requests judicial notice of all of Moving Party's supporting exhibits.

The court grants grant judicial notice as to Ex. A [certified reporter's transcript of the 3-2-18 MSC hearing], Ex. E [certified reporter's transcript of the 6-4-18 OSC hearing], and Ex. J [a criminal complaint filed against responding party Gallian for allegedly violating the restraining order issued in OCSC Case No. 2017-00962999.

All of these documents are properly subject to judicial notice as court records. (Ev. 452(d)(1).) However, as to Ex. J, the court will take judicial notice of the fact that the complaint was filed, but not of the truth of its contents. A court may take judicial notice of the existence of documents in court files, but can only take judicial notice of the truth of facts asserted in such documents as orders, findings of fact and conclusions of law, and judgments. (6 Witkin, Cal. Proc. 5th (2008), Chapter VII, "Proceedings Without Trial," Section 232, p. 674, citing *In re David C*. (1984) 152 Cal.App.3d 1189, 1205.)

The court denies the remainder of the RJN. The remaining documents consists of letters and emails between Moving Party and Responding Party [or their counsel] (MP Exs. C, D, F-H, N], photos of RP allegedly re-installing a corrugated roof (MP Ex. I), copies of numerous police reports allegedly filed against RP by various other residents (MP Exs. L, M, O-S), and an email allegedly from a police detective to MP HOA (MP Ex. S). There is no basis under Evidence Code sec. 452 to take judicial notice of emails, letters, or police reports.

However, these exhibits are otherwise properly authenticated by the various declarations submitted with the moving papers, and there are no evidentiary objections by RP defendant; thus, the court will consider them, despite the fact that many are not properly subject to judicial notice.

#### Moving Party Reply RJN:

With the Reply, MP submitted a supplemental notice of lodging and request for judicial notice, requesting judicial notice of 14 letters from association residents. The Reply indicates these letters are "from Association residents complaining about Ms. Gallian's bad acts, bullying, harassment, and intimidation." (Reply at 6:16-18.) There are no letters attached to the Reply NOL.

The court denies MP's Reply RJN, because (1) MP does not provide copies of the documents requested (CRC 3.1306(c)); (2) for the same reason, MP has not provided the court with sufficient information to enable it to take judicial notice (Ev. 453(b)); and (3) for the same reason, as well as the fact that the request was not made until the Reply, MP has not provided Responding Party with sufficient notice of the request (Ev. 453(a)).

#### Merits:

In comparing the terms Moving Party contends are part of the settlement agreement, with the transcript of the MSC hearing (MP Ex. A), there are too many discrepancies and inconsistencies to find an enforceable settlement, or a "meeting of the minds" as to several key terms, which are disputed.

#### CCP 664.6 states:

If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the

DATE: 07/19/2018

DEPT: C33

MINUTE ORDER

Page 2

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc Exhibit Part 2 of 2 Page 315 of 326

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

CASE NO: 30-2017-00913985-CU-CO-CJC

A motion to enforce settlement may be decided on declarations. (*Corkland v. Boscoe* (1984) 156 Cal.App.3d 989, 994.) Moreover, CCP 664.6 provides the court authority to interpret settlement terms and determine disputed factual matters regarding the settlement agreement, based on contract principles, but not to add material terms which were not agreed to by the parties. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.) "[N]othing in section 664.6 authorizes a judge to *create* the material terms of a settlement, as opposed to deciding what terms *the parties themselves* have previously agreed upon." (*Id.* at 810)

Moving Party has shown that at the MSC on 3-2-18, plaintiff HOA and defendant Gallian reached a settlement agreement, the terms of which were placed on the record. (MP Ex. A [Certified Reporter's Transcript of the March 2, 2018 MSC ("MSC RT").] The parties also stipulated, and the court agreed on the record, to retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6, and to enter judgment pursuant to the terms of the settlement if necessary. (MP Ex. A at 31:9-21.)

However, MP's summary of the terms of the settlement [moving papers at 9:25-10:23] is inaccurate in numerous respects. More importantly, as to several of the key terms, the MSC transcript shows that the terms were unclear, or that there was no agreement at all. Moreover, Responding Party has a point that the proposed written settlement agreements proposed by Moving Party attorney (MP Exs. D, F, G) include terms which do not appear to be part of the settlement.

First, according to MP, the terms of the stipulated settlement were as set forth at 9:25-10:23 of the moving papers. However, the transcript of the MSC is inconsistent with settlement agreement.

There are also disputes as to the terms of key provisions of the settlement, and thus disputes as to whether the parties in fact reached an agreement as to these terms at all.

First, MP contends the settlement included an agreement that Association would withdraw the preliminary injunction issued by the court on January 11, 2018, but that the terms of the preliminary injunction were incorporated into the settlement agreement. (Moving papers at 10:9-11, citing MSC RT at p. 9, 12-13.) However, review of the MSC transcript in fact shows that RP objected to incorporating all of the terms of the preliminary injunction. (*Id.* at 10:11-14:6.) Defendant Gallian in fact only agreed to the following:

- 1. RP will not make any other modifications, additions, or improvements without prior approval by the board, requested through counsel. (MSC RT at 10:6-9, 12:13-23.)
- 2. RP agreed to abide by the CC&Rs, and HOA rules and regulations. (Id. at 12:20-24.)
- 3. If RP believed there was an area not being watered or that something is not being done [in common areas], she would contact her counsel and have counsel contact the HOA attorney so it could be addressed. (*Id.* at 14:2-13.)

Second, MP also contends that "the parties agreed to a stipulation to the terms of the ... WVTRO ... [o]nce the stipulation is executed, the Association will dismiss the WVTRO without prejudice and vacate the hearing set for August 15, 2018 ... [but] [i]f Ms. Gallian violates the stipulation, the Association may go back to Court to reinstate the WVTRO." (Moving papers at 10:12-15, citing MSC RT at p. 15, 32-33.)

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CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

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This is not accurate either. The transcript at first indicates that Association will dismiss WVTRO action as of the date of the MSC (MSC RT at 14:17-19, 15:5-13); that Gallian will not talk to, photograph, make gestures to, or approach any of the board members (*Id.* at 14:19-22); that Gallian will not come onto board members' property; (*Id.* at 14:22) and that if Gallian violates these terms, HOA may refile the WVTRO action (*Id.* at 14:23-24). However, the transcript goes on to state:

MR. KHARRAZIAN: RIGHT. SO THE TERMS -- BASICALLY THEY'LL BE A STIPULATION TO THE TERMS OF THE CURRENT ORDER BUT THE ORDER WILL BE DISMISSED AND DISSOLVED AT THE - -

MS. GALLIAN: TODAY.

MR. KHARRAZIAN: AS OF TODAY.

THE COURT: ALL RIGHT. I - -

MR. KHARRAZIAN: OR AS SOON AS WE CAN GET BEFORE JUDGE STAFFORD AND - -

THE COURT: I THINK THAT'S A REASONABLE COMPROMISE BY THE BOARD. AND I THANK YOU FOR THAT.

MS. GALLIAN: RIGHT.

(*Id.* at 15:5-16.)

MS. GALLIAN: I WANT TO MAKE SURE THE LAST THING IS THE TWO REPRESENTATIVES WHO CAN SIGN ON BEHALF OF THE BOARD ARE HERE TO TAKE THE W.V. OFF. THEY CAN DISMISS IT.

THE COURT: YEAH.

MS. GALLIAN: TODAY.

THE COURT: EVERYTHING STOPS.

MR. KHARRAZIAN: HANG ON. ACTUALLY I THINK THE AGREEMENT WAS THAT COUNSEL, MS. FLYER, WILL FILE - -

MS. FLYER: STIPULATION.

MR. KHARRAZIAN: - - THE REQUEST WITH THE WORKPLACE VIOLENCE TRO DEPARTMENT TO ENTER INTO THE STIPULATION, SO I'M NOT SURE THAT THAT CAN HAPPEN TODAY. BUT IT'S - - IT'S - -

MS. FLYER: IT WILL HAPPEN AS SOON AS I CAN - -

MR. KHARRAZIAN: MS. GALLIAN'S COUNSEL'S CONTROL.

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Homeowners Association vs. Bradley

MS. FLYER: AS SOON AS I CAN FEASIBLY DO IT, I WILL DO IT.

THE COURT: THANKS.

MS RADMACHER: AND THE BOARD WILL - - AND MEMBERS AS NEEDED WILL COOPERATE WITH COUNSEL TO EXECUTE ANY DOCUMENTS NEEDED TO ALLOW THAT TO HAPPEN.

MS. FLYER: THANK YOU.

MS. GALLIAN: BUT AS OF RIGHT NOW, THERE'S NOTHING -- THERE'S NO - -

THE COURT: AND ONE FINAL WORD - -

MS. GALLIAN: THERE'S NO WORKPLACE VIOLENCE, AT ALL.

(*Id.* at 32:3-33:5.)

The foregoing shows that the alleged terms of that portion of the stipulated settlement regarding incorporating the WVTRO terms are entirely unclear. "A settlement agreement that incorporates other documents can be enforced pursuant to § 664.6 if there was a "meeting of the minds" regarding the terms of the incorporated documents." (Weil & Brown, Rutter Group, Civil Procedure Before Trial, Chapter 12(II)-F, Section 12:955.6, citing Weddington Productions, Inc. v. Flick, supra at 813; emphasis added.)

Here, however, it does not appear that there was any "meeting of the minds" as to what terms of the stipulation to resolve the WVTRO were in fact to include; whether the stipulation to resolve the WVTRO was to be entered in that action, or incorporated into the settlement in the current action; or when the HOA would dismiss the WVTRO action [either as of the date of the MSC, or upon entry of the settlement].

As this is a key term of the purported settlement, and as there does not appear to be a "meeting of the minds" as to the terms of resolution of the WVTRO action, it is unclear how the court could enter judgment of this disputed terms.

Thus, the motion is denied on this basis, as the court cannot grant a CCP 664.6 motion to enforce only a portion of the settlement: "[W]hile the court may, under certain circumstances, reject a settlement agreement as a whole, it may *not* approve only *part* of it for § 664.6 enforcement without the parties' mutual consent." (Weil & Brown, Rutter Group, *Civil Procedure Before Trial*, Chapter 12(II)-F, Section 12:979.2, citing *Leeman v. Adams Extract & Spice*, *LLC* (2015) 236 Cal.App.4th 1367, 1375; emphasis in original.)

"Moreover, to be binding, the agreement must be *sufficiently definite* to enable courts to give it an exact meaning. If an essential element is reserved for future agreement, it is not definite enough. [Citations.]" (*Id.* at Section 12:955.5.) Here, at least as to the terms of resolution of the WVTRO action, the settlement does not appear to be sufficiently definite to be enforceable.

The court notes that the MSC transcript indicates that the settlement also included additional terms, which MP does not address or discuss:

1. Association was to dismiss this action upon payment of the \$15K by Gallian. (MSC RT at 16:6-8.)

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2. Association would place no further assessments on Gallian's account related to this litigation, including the "tree removal," although Association was not waiving any future claims regarding the "tree removal." (Id. at 16:16-25.)

3. Gallian acknowledged HOA's claim of authority to work exclusively in the common area, and agreed not to do any further work in the common area. (*Id.* at 18:2-19:8.)

4. Both the Board and Gallian would comply with the HOA governing documents. (Id. at 25:2-11.)

5. Other than any disclosures that the Board is obligated by law to make to its members, the parties are not to make any disclosures about this lawsuit. (Id. at 25:14-26:7.)

6. Gallian's five storage bins could remain in place for 90 days or until she moved, whichever came first, and after which time they would be moved "to the parallel parking spots that are across the street from where they are." (Id. at 27:5-28:18.)

MP fails to explain why the court should enter a judgment which do not include the above terms.

The motion by plaintiff The Huntington Beach Gables Association to enforce settlement is **denied**. (CCP § 664.6.)

The court finds that the parties did not reach a "meeting of the minds" as to several key terms of the settlement, including allegedly incorporating the terms of the preliminary injunction previously entered in this action, and resolution of the separate Workplace Violence Temporary Restraining Order action.

The request for judicial notice by plaintiff The Huntington Beach Gables Association in support of the moving papers is granted as to Exs. A, E and J. (Ev. 452(d).) As to Ex. J, the court takes judicial notice of the fact that the document was filed, but not of the truth of its contents. (In re David C. (1984) 152 Cal.App.3d 1189, 1205.)

Moving party to give notice.

2. MOTION BY CROSS-DEFENDANTS LEE GRAGNANO, TED PHILLIPS, LINDY BECK, JENNIFER PAULIN, JANINE JASSO AND LORI BURRETT TO STRIKE MEMORANDUM OF COSTS

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

Motion by Cross-defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso and Lori Burrett to Strike Memorandum of Costs:

The motion by cross-defendants Lee Gragnano, Ted Phillips, Lindy Buck, Jennifer Paulin, Janine Jasso, and Lori Burrett to strike the Memorandum of Costs filed by cross-complainant Jamie Gallian is granted.

Cross-complainant Gallian dismissed these moving parties; thus, moving parties are the prevailing parties entitled to costs, not Gallian. (CCP 1032(a)(2), (a)(4); CRC 3.1700(b).)

Prevailing parties to give notice.

3. FURTHER RULINGS

DATE: 07/19/2018

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The Jury Trial set for 08/06/2018 is ordered continued to 12/10/2018 at 9:00 AM.

All discovery cutoff dates and deadlines are continued and shall track the 12/10/2018 trial date.

Discovery issues to be addressed by formal motion.

DATE: 07/19/2018

DEPT: C33

MINUTE ORDER

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### **85** INVESTORS - HB GABLES

c/o Triage Management Inc | 949,250,0700 1340 Reynolds Ave, Ste 116 Irvine, CA 92614 Statement

Account:

ghb - 053 - 053gal

Date:

09/15/18

Jamle Gallian 4476 Alderport Drive Huntington Beach, CA 92649

Payment:

Oct-Dec 2018 Quarterly Ground Rent Delinquent if not received by Oct 10, 2018

| Date            | Description           | Charges  | <b>Payments</b> | Balance  |
|-----------------|-----------------------|----------|-----------------|----------|
| Balance Forward | Balance Forward       |          | 0.00            |          |
| 10/01/18        | Ground Rent (10/2018) | 2,211.22 |                 | 2,211.22 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10<sup>th</sup> day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

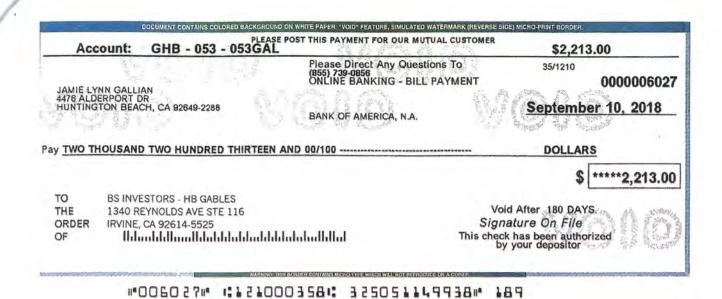
Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00    | 0.00    | 0.00    | 0.00    | 2,211.22   |



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# EXPERIOR COURT DE ACTEORNA. **COUNTY OF ORANGE** CENTRAL JUSTICE CENTER

#### MINUTE ORDER

DATE: 11/09/2018 DEPT: C33 TIME: 08:30:00 AM

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: Eric Yu

REPORTER/ERM: Janet (ACRPT) Taylor CSR# 9463

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE TYPE: Contract - Other CASE CATEGORY: Civil - Unlimited

EVENT ID/DOCUMENT ID: 72926149

**EVENT TYPE**: Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/07/2018

#### **APPEARANCES**

BRENDA K. RADMACHER, specially appearing for Gordon & Rees LLP, present for Cross -Defendant, Plaintiff(s)

PEJMAN D. KHARRAZIAN, specially appearing for Epsten Grinnell & Howell, APC, present for Cross -Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Ex-Parte application for TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE FOR PRELIMINARY INUNCTION TO ENJOIN DISBURSEMENTS FROM PROCEEDS OF SALE OF REAL PROPERTY. OR ALTERNATIVELY. FOR AN ORDER REQUIRING GALLIAN TO DEPOSIT AT LEAST \$52,145.27 WITH THE COURT is requested by the Huntington Beach Gables Homeowners Association and Board members'.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Ex Parte application for Temporary restraining order and order to show cause for preliminary inunction to enjoin disbursements from proceeds of sale of real property, or alternatively, for an order requiring gallian to deposit at least \$52,145.27 with the court is denied without prejudice.

Ex-Parte application TO CONTINUE TRIAL is requested by Plaintiff.

Ex parte application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

DATE: 11/09/2018 Page 1 MINUTE ORDER DEPT: C33 Calendar No. Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc CASE TITLE: The Huntington Beach Gables Page 2323 of 326 30-2017-00913985-CU-CO-CJC Homeowners Association vs. Bradley

EX PARTE APPLICATION TO CONTINUE TRIAL is denied.

DATE: 11/09/2018 MINUTE ORDER Page 2
DEPT: C33 Calendar No.

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# EXPERIOR COURT BAPE AZETOTRAGA. **COUNTY OF ORANGE** CENTRAL JUSTICE CENTER

#### MINUTE ORDER

DATE: 11/16/2018 DEPT: C33 TIME: 08:30:00 AM

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: Darci Mullarky CSR# 5569 BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE TYPE: Contract - Other CASE CATEGORY: Civil - Unlimited

EVENT ID/DOCUMENT ID: 72930711

**EVENT TYPE**: Ex Parte

MOVING PARTY: The Huntington Beach Gables Homeowners Association CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/15/2018

#### **APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross -Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

Steven A. Fink, Esq. in a limited scope representation.

EX PARTE APPLICATION BY PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION FOR ORDER SHORTENING TIME RE (1) MOTION TO BE DEEMED PREVAILING PARTY AND (2) MOTION TO COMPEL AND FOR TERMINATING SANCTIONS AGAINST JAMIE L. GALLIAN: AND FOR A STAY OF THE ACTION

Hearing held in open court. A discussion is held regarding the status of this matter and the court rules as follows:

The Application by Plaintiff for an Order Shortening Time is granted.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 01/17/2018 is ordered advanced to the date of trial, 12/10/2018 at 9:00 a.m. in Department C33.

DATE: 11/16/2018 Page 1 MINUTE ORDER DEPT: C33 Calendar No.

Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc

# EXPERIOR COURT DAVE ARTEOTRACE **COUNTY OF ORANGE** CENTRAL JUSTICE CENTER

#### MINUTE ORDER

DATE: 12/06/2018 DEPT: C33 TIME: 01:30:00 PM

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Candace Khorouzan CSR# 11579

BAILIFF/COURT ATTENDANT: Nicole Guerrero

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE TYPE: Contract - Other CASE CATEGORY: Civil - Unlimited

EVENT ID/DOCUMENT ID: 72902420

**EVENT TYPE**: Motion for Judgment on the Pleadings

MOVING PARTY: Jamie L. Gallian

CAUSAL DOCUMENT/DATE FILED: Motion for Judgment on the Pleadings, 09/26/2018

#### **APPEARANCES**

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross -Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present telephonically.

#### MOTION BY JAMIE L. GALLIAN FOR JUDGMENT ON THE PLEADINGS

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, rules as follows: The Tentative Ruling will become the final ruling of the court.

The request for judicial notice by defendant Jamie L. Gallian is granted as to the original complaint (Ex. 1), the First Amended Complaint (Ex. 2), and the "Certificate Re Compliance with Civil Code Section 5950" (Ex. 4). (Ev. 452(d)(1).)

Defendant's request for judicial notice is denied as to the letter attached as Ex. 3.

The motion for judgment on the pleadings by defendant Jamie L. Gallian is denied.

Moving party has not shown that the court has no jurisdiction of the subject of any cause of action alleged by plaintiff, nor has she shown that the First Amended Complaint fails to state facts sufficient to constitute a cause of action against this moving defendant. (CCP 438(c)(1)(B); Leko v. Cornerstone Building Inspection Service (2001) 86 Cal.App.4th 1109, 1114 [like a demurrer, motion for judgment on the pleadings lies only for defects apparent on the face of the pleading or which are subject to judicial notice, and the facts alleged in the pleading are presumed true; extraneous evidence not properly subject to judicial notice is not permitted].)

DATE: 12/06/2018 Page 1 MINUTE ORDER DEPT: C33 Calendar No. Case 8:21-bk-11710-ES Doc 105-1 Filed 06/01/22 Entered 06/01/22 09:54:17 Desc CASE TITLE: The Huntington Beach Gables Page 326 of 326 30-2017-00913985-CU-CO-CJC Homeowners Association vs. Bradley

Moving party fails to show that the prelitigation alternative dispute resolution [ADR] requirements of Civil Code 5930 et seq. apply (see Civil Code 5930(b)); fails to show that any prelitigation ADR demand was untimely; and fails to cite evidence or authority that moving party's time to respond to any prelitigation ADR demand (Civil Code 5935(c)) only commences once she became a member.

Moving party's other arguments go to the merits of plaintiff's claims, and/or rely on extrinsic evidence not properly subject to judicial notice, and thus are not appropriate for a motion for judgment on the pleadings.

The court also notes that moving party failed to submit the declaration required by CCP 439.

Plaintiff The Huntington Beach Gables Homeowners Association to give notice.

Housekeeping matters are addressed. Department C33 is presently engaged in trial on an unrelated matter. The court issues the following orders:

The Jury Trial set for 12/10/2018 in Department C33 is vacated.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to be Deemed the Prevailing Party, For an Award of Its Attorney's Fees and Costs and For Judgment on Its Complaint, set for 12/10/2018, is ordered continued to 01/31/2019 at 01:30 PM in this department.

The Motion by Plaintiff The Huntington Beach Gables Homeowners Association to Compel and for Terminating Sanctions or Issue/Evidence Sanctions Against Defendant, and for Monetary Sanctions, set for 12/10/2018 is ordered continued to 01/31/2019 at 01:30 PM in this department.

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DEPT: C33 Calendar No.